

# **ALPENA**

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## **COMMUNITY COLLEGE**

### **2018-2022 MASTER AGREEMENT**

**ALPENA COMMUNITY COLLEGE FACULTY COUNCIL**

Michigan Education Association/National Education Association

**ALPENA COMMUNITY COLLEGE BOARD OF TRUSTEES**

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## **ARTICLE 1**

### **PREAMBLE**

Whereas Alpena Community College Board of Trustees has a statutory obligation, pursuant to the Public Employment Relations Act (PERA), Act 379 of the Michigan Public Acts of 1965, to bargain with the legally designated representative of its professional/instructional personnel with respect to hours, wages, and conditions of employment, and having arrived at certain understandings:

Now, therefore, the parties agree as follows:



**ARTICLE 2**  
**AGREEMENT**

**2.1 Parties, Nomenclatures and Signatories**

**2.1.1** This Agreement is entered into by and between the Alpena Community College Faculty Council, Michigan Education Association (MEA) - National Education Association (NEA), hereinafter called the "Faculty Council," and the Alpena Community College, hereinafter called the "Employer."

**2.1.2** In addition, hereinafter, the term "Employee" will refer to all personnel in the bargaining unit represented by the Faculty Council. Other nomenclatures will be used to identify specific representatives within the bargaining unit when appropriate to the context or application of those portions of the Agreement.

**2.1.3** Included in these nomenclatures, "Faculty" will be used to refer to those members for whom a majority of their duties are comprised of classroom teaching and instruction. "Professional Staff" will be used to refer to those members for whom a majority of their duties are comprised of work outside of instruction.

**2.1.4** Other nomenclatures will be used to identify specific representatives of Alpena Community College as Employer when appropriate to the context of application of those portions of the Agreement. The signatories will be the sole parties to this Agreement.

**2.2 Full and Complete Commitments and Amendments**

This Agreement constitutes the full and complete statement of commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written and signed amendment to this Agreement.

**2.3 Inconsistent Rules**

This Agreement supersedes any rules, regulations or practices of the Employer that are contrary to or inconsistent with its terms.

## **2.4 Conflict with Laws**

**2.4.1** If any provision of this Agreement or any application of the Agreement to any Employee or group of Employees or the Employer shall be found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application will continue in full force and effect.

**2.4.2** The parties will attempt to renegotiate any provision of this Agreement that is found to be contrary to law. Any provision of this Agreement that is found to be contrary to law, but becomes legal during the life of this Agreement, will take immediate effect as soon as permitted by law.

## **2.5 Terms and Conditions**

**2.5.1** Any statement of salary and/or working conditions between the Employer and an individual Employee heretofore executed will be subject to and consistent with the terms and conditions of this Agreement. Any statement of salary hereafter executed will be in the form provided in Article 13, Employee Compensation, and will be expressly made subject to and consistent with the terms of this Agreement.

**2.5.2** The Faculty Council will immediately be provided with a copy of any base salary or assignment change at the time such statement is issued to an Employee.

## **2.6 No Strike**

The Faculty Council will not engage in strike action against the Employer during the life of this Agreement.

## **2.7 Mutual Gains Commitments**

A mutual gains committee will meet once per year in fall semester as mutually agreed upon, and as needed, to provide a mechanism to maintain communication and to discuss and evaluate issues using methods developed in mutual gains training, regarding but not limited to upholding this agreement, sharing information, and reinforcing strategic planning and budgeting of the College resources based on data that concerns the health and financial viability of the College. Members shall include representatives of the joint negotiation and data team. The committee's role is advisory in nature.

## **ARTICLE 3**

### **RECOGNITION**

- 3.1** The Alpena Community College Board of Trustees recognizes the Alpena Community College Faculty Council MEA-NEA as the sole and exclusive bargaining agent for all Employees assigned more than eight (8) equated hours per semester including librarian, learning skills center professional staff, professional student services personnel, and appropriate grant positions, whether these Employees are assigned, on leave or layoff.
- 3.2** Excluded from the bargaining unit are all personnel in other bargaining units and those whose positions are administrative within the meaning of PERA.
- 3.3** Persons excluded from the bargaining unit by the previous paragraph, but who are assigned more than eight (8) equated hours of bargaining unit work, are included in the bargaining unit for that portion of their assignment.

## ARTICLE 4

### AGENCY STATUS

#### 4.1 Membership Status and Payroll Deduction

It is agreed that any Employee covered by the terms of this Agreement may voluntarily join the Faculty Council by completing the membership application and submitting it to the Faculty Council Treasurer.

Within thirty (30) days of the beginning of employment, the Employee may sign and deliver to the College Human Resources Department an assignment authorizing deduction of membership dues. Such authorization shall be voluntary since it is understood that the payment of dues is not a condition of employment. Monies so deducted shall be remitted to the Faculty Council, or its designee, no later than twenty (20) days following deduction.

Pursuant to such authorization, the Human Resources Department shall make a deduction from the Employee's paycheck in the first pay period of each of the first nine (9) months that the authorization is in effect. The amount of the deduction shall be determined by the Faculty Council each year. In order to cancel any deduction, the Employee must give written notice to the Human Resources Department that the authorization is revoked. Written notice of revocation shall be effective to cancel all deductions which are scheduled more than thirty (30) days after the date the written notice is received by the Department of Human Resources.

#### 4.2 Hold Harmless

The Faculty Council agrees to indemnify and save the Employer, its employees, agents, administrators and Trustees harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs and attorney fees that may arise out of, or by reason of, action taken by the Employer, or any of its employees, agents, administrators or Trustees, for the purpose of complying with this Article, provided:

- a. The Employer gives timely notice of such action to Faculty Council, and
- b. The Employer cooperates with the Faculty Council and its counsel as required by law, and
- c. The Faculty Council shall have complete authority to compromise and settle all claims which it defends under this section.

### **4.3 Notification**

The Treasurer of the Faculty Council will be notified at the time that new Employees are hired and assigned responsibilities by the Employer.

## **ARTICLE 5**

### **NEGOTIATION PROCEDURES**

#### **5.1 Financial Information**

The Employer will make available to the Faculty Council upon its request such statistics and financial information related to Alpena Community College and in possession of the Employer as are necessary for the negotiation of collective bargaining agreements, as well as records in possession of the Employer which may be necessary for the Faculty Council to process any grievance.

#### **5.2 Negotiating Representatives**

Neither party will have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the college district. It is recognized that no final agreement between the parties may be executed without ratification by the majority of the Board of Trustees and by a majority vote of those members of the Faculty Council voting in accordance with Faculty Council By-Laws. The parties mutually pledge that representatives selected by each will be clothed with all necessary power and authority to make proposals and consider proposals in the course of negotiations, subject only to ultimate ratification.

#### **5.3 Recognition of Resource Person**

The Board of Trustees will recognize a designated member of the Faculty Council to act as a resource person to the Board of Trustees on questions which arise concerning agenda items.

#### **5.4 Copies of Agreement**

A paper copy of this Agreement will be provided at the time of hire to new Employees. An electronic copy (pdf) will be sent to each Employee upon ratification of the Agreement, and an electronic copy (pdf) of the Agreement will be maintained on the College website. All pdf documents shall be in accessible form.

## **ARTICLE 6**

### **EMPLOYER RIGHTS**

The Employer is hereby recognized to retain all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement.

The right to select, assign, hire, schedule, promote and maintain discipline and efficiency of Employees, and the right to discharge, demote, layoff or discipline for cause, subject to the terms of this Agreement, is recognized by both the Faculty Council and the Employer as the proper responsibility and prerogative of the Employer.

## **ARTICLE 7**

### **EMPLOYEE RIGHTS**

#### **7.1 Legal Rights**

**7.1.1** The College recognizes that Employees have certain rights and privileges under state and federal law. The Employer also recognizes rights and privileges in its personnel policies. Nothing in this Agreement is intended to impair those rights and privileges and the rights of citizenship.

**7.1.2** Employees shall be free from administrative and institutional censorship and discrimination against Employees on the basis of race, creed, color, sex, age, religion, marital status, national origin, gender, citizenship status, genetic information, political status, marital status, familial status, height, weight or disability in compliance with federal and state statutes and regulations that pertain to non-discrimination in employment.

**7.1.3** Every Employee shall have the protection of all rights pursuant to PERA, Act 379 of the Public Acts of 1965; that it bargain in good faith and will not discriminate against any Employee with respect to hours, wages, or any other terms of employment because of his/her participation in Faculty Council, collective bargaining, or negotiations with the Employer or his/her initiation of any grievance complaint.

**7.1.4** The parties acknowledge and understand that the legal rights of Section 7.1 are subject to enforcement and legal action as provided by law but are not contractual in nature and are not subject to the grievance procedure set forth in this Agreement.

#### **7.2 Personnel Files**

Employees shall have the right upon request to see the contents of their own personnel file, excluding confidential letters of recommendation concerning hire. The personnel file will be the only repository of professional record. Except for routine personnel records, no materials shall be added to a personnel file unless the Employee is notified of such additions and has the opportunity to sign with right to attach rebuttal. The Employee will be given an opportunity to examine the materials and will have an opportunity to add a reply in writing for insertion in their personnel file. No additional materials shall be included in the Employee's personnel file without due process.



### **7.3 Academic Freedom**

Academic freedom, subject to accepted standards of professional responsibility, will be guaranteed to Employees, and no special limitations will be placed upon study, investigation, presentation, and interpretation of facts and ideas.

### **7.4 Student Opinion Surveys**

As the basis for student feedback and course critique, Employees will conduct Student Opinion Surveys in at least one (1) class/professional staff activity each semester using a standard evaluation instrument, Appendix I. Student Opinion Survey data shall be considered when developing the Self-Authored Assessment Plan per Article 10.2.3. Student Opinion Surveys may not be used as a source of disciplinary action. Completed surveys of individual Employees are the property of the non-probationary Employee and are subject to his/her sole control. Probationary Employees must conduct the Student Opinion Survey in all sections of each course of their assignment each semester and submit them to the Department Chair at the end of each semester.

### **7.5 Intellectual Property Rights**

Intellectual property means original works of authorship or creation fixed in any tangible medium of expression, now known or later developed. Intellectual property created, made, or originated by an Employee on his/her own equipment and own time shall be the sole and exclusive property of the Employee. The Employer seeks no right of ownership, unless the Employee chooses to transfer such property, in full, or in part, to the College in the form of a signed agreement.

### **7.6 Rights of Due Process and Just Cause**

**7.6.1** Disciplinary action will not be taken against any Employee without due process and just cause.

The specific grounds forming the basis for disciplinary action, other than an initial formal verbal warning, will be made available to the Employee and the Faculty Council in writing. Due process and just cause will not apply in the dismissal of a probationary Employee.

**7.6.2** The Employer recognizes and agrees to the practice of progressive discipline which, when appropriate, will include:

- a. verbal warning
- b. written warning
- c. suspension
- d. dismissal

**7.6.3** Employees will be entitled to have present a Faculty Council representative during any meeting which leads to disciplinary action.

**7.6.4** Discipline or discharge related to inadequacies observed in an Employee's instructional work with students must be preceded by:

- a. Observation of such inadequacies must be documented and occur more than once.
- b. Written direction that the Employee must improve with a definition of the consequences of failure to do so.
- c. Opportunity for the Employee to make improvements.
- d. Appropriate assistance from the Employer's resources to aid the Employee in his/her improvement.

**7.7 Disciplinary Action Based on Professional Evaluations of Non-Probationary Employees**

**7.7.1** The evaluation of an Employee for disciplinary purposes will be conducted openly and only with his/her knowledge. The removal from assignment, reprimanding, discipline or dismissal from employment of an Employee as a result of evaluation proceedings must be in accordance with this Article.

**7.7.2** An Employee who receives an unfavorable evaluation may at his/her discretion obtain an evaluation by another person or persons selected by the Employee with mutual agreement between the Employee and the Employer, provided that no cost is incurred by the Employer to obtain such supplemental evaluators. If a mutual agreement cannot be reached the evaluation by another person/or persons will be determined by the Faculty Council.

**7.7.3** Anonymous (source unknown), unsubstantiated or hearsay statements critical of an Employee may not be used to initiate, support or continue any evaluation or disciplinary action against an Employee.

**7.7.4** Information obtained by means or procedures inconsistent with this Agreement may not be used as a basis for removal from assignment, reprimand, discipline or dismissal.

**7.7.5** In the event a non-probationary Employee believes his/her review procedure, content, conclusions and/or consequences are inconsistent with the provisions of this Agreement, arbitrary, capricious, or without just cause, he/she may grieve for redress using the steps provided in Article 17, Grievance Procedure.

## **7.8 Selection of President and Chief Officers**

Faculty Council representatives may be involved as appropriate in the selection process for the appointment of the College President and Chief Officers whenever such a position is vacant or a successor is selected for an incumbent.

## **7.9 General Working Conditions**

General working conditions affecting the ability of Employees to meet the provisions of this Agreement will not be substantially altered by the Employer without prior negotiations with the Faculty Council.

## ARTICLE 8

### DEPARTMENTAL STRUCTURE AND CHAIRPERSON RESPONSIBILITY

#### 8.1 Department Structure

Employees will be assigned to one of six departments, each with its own chairperson. A departmental assignment does not limit an Employee's right nor the Employer's right to accept or be assigned responsibilities in another department, subject to the terms of this Agreement. Departments will be defined as follows:

##### 8.1.1 Industrial Technology Department - Including the Following Courses, Degrees and Programs:

AUT, AUB courses

A.A.S. - Automotive Service and Repair  
C - Automotive Service and Repair  
C - Auto Body Repair

CON, CST courses

A.S. - Pre-Construction Management  
A.A.S. - Concrete Technology  
C – Construction Tech – Green Building

APP, CAD, IND, MFG, MET, WLD courses

A.A.S. – Millwright Technician  
A.A.S. - CAD/CAM TECH (Machining Option)  
A.A.S. - CAD/CAM TECH (Welding Option)  
C - Manufacturing Technology, Basic  
C - Industrial Technology  
C - Apprentice - Millwright  
C – CAD/CAM, Advanced  
C - Welding Fabrication (or Technology)

MRT courses

A.A.S. – Mechanical Design Technology  
A.A.S. - Marine Technology

APP, EPT, EST, ELE, UTT courses

B.S. – Electrical Systems Technology  
A.A.S. - Utility Technician  
A.A.S. - Electrical Maintenance Technician  
A.A.S. - Customer Energy Service  
C - Utility Technology  
C - Electrical Apprentice  
C - Customer Energy Service

**8.1.2 Professional Occupations Department - Including the Following Courses, Degrees and Programs:**

BUS courses

A.A.S. - Accounting  
  
A.A. - Business Administration  
A.A.S. – Marketing  
A.A.S. - Small Business Management  
A.A.S. - Business Management  
A.A.S. – Industrial Sales  
C - Small Business Management

CRJ courses

A.A. - Criminal Justice – Transfer  
A.A.S. – Corrections  
A.A.S. – Criminal Justice – Pre-Service  
C - Corrections Officer

CIS, CNS courses

A.A. - Computer Information Systems  
A.S. - Computer Science  
A.A.S. - Network Administration  
C - Network Administration

BIS courses

A.A. – Business Information Systems - Executive Assistant  
A.A.S. – Business Information Systems - Administrative Professional  
A.A.S. – Business Information Systems – Office Information  
Technology Specialist

C - Business Information Systems – Business Services

A.A.S. - Business Information Systems - Medical Information  
Specialist

A.A.S. - Medical Coder and Biller

A.A.S. - Medical Assistant

C - Business Information Systems - Medical Transcriptionist

### **8.1.3 Nursing, Health and Human Services Department - Including the Following Courses, Degrees, Programs and Services:**

HEA, NUR, PEH, SDE courses

A.S. – Nursing

A.A.S. – Registered Nursing

A.A.S. – Dental Hygiene (Delta College)

A.A.S. – Radiology (Mid Michigan Community College)

A.A.S. – Med Lab Technology

A.A.S. – Nuclear Medicine Technology

A.A.S. – Respiratory Care

C – Licensed Practical Nursing

Physical Education/Health

Physical Therapist Assistant (Cooperative Program)

Pre-Occupational Therapy

Pre-Physical Therapy

Grant Advising (including Talent Search)

Academic Counseling

### **8.1.4 Language, Arts and Humanities Department - Including the Following Courses, Degrees and Programs:**

ART, ASL, CSS, ENG, FRN, GER, HUM, MUS, PFA, PHL, SPE, SPN,  
SDE courses

A.A. - English

Master Student and Reading Courses

A.A. - Fine Arts

A.A. - Foreign Languages

A.A. - Humanities

A.A. - Journalism

A.A. – Liberal Arts – General (English/Arts/Humanities)

A.A. - Philosophy  
A.A. - Religion  
A.A. - Speech  
A.A. - Music  
A.A. - Performing Arts  
A.G.S. – General Studies

**8.1.5 Mathematics and Sciences Department - Including the Following Courses, Degrees and Programs:**

BIO, CEM, EGR, MTH, PHS, PHY courses

A.S. - Biology  
A.S. - Chemistry  
A.S. - General Sciences  
A.S. - Mathematics  
A.S. - Natural Sciences  
A.S. - Physics  
A.S. - Pre Dental  
A.S. - Pre Engineering  
A.S. - Pre Fisheries and Wildlife Management  
A.S. - Pre Medicine  
A.S. - Pre Medical Technology  
A.S. - Pre Veterinary  
A.S. - Pre Pharmacy  
A.S. - Pre-Radiology Technology  
A.A.S. – Water Resource Management (Bay de Noc Community College)  
A.G.S - General Studies

**8.1.6 Social Sciences Department - Including the Following Courses, Degrees and Programs:**

ANP, ECN, EDU, GEO, HST, LAW, PLS, PSY, SOC courses

A.A. - Anthropology  
A.A. - Economics  
A.A. - Education-Elementary  
A.A. - Education - Secondary, Vocational  
A.A. - Geography  
A.A. - History  
A.A. - Liberal Arts – General (Social Sciences)  
A.A. - Political Science  
A.A. - Pre Law  
A.A. - Psychology

A.S. - Psychology  
A.A. - Sociology/Social Work  
A.G.S. - General Studies

## **8.2 Placement of Programs**

Programs within a department will be those as registered by the Curriculum Committee, listed by the Registrar's office, and as published in the College Catalog/Handbook. Placement of additional, new and revised programs within the department structure will occur based on the recommendation of the Department Chairpersons and at the discretion of the Chief Academic Officer.

## **8.3 Department Chairperson**

The Department Chairperson shall be the principle liaison between the administration and his/her Department. Department Chairpersons shall enforce College policies in the administration of their Departments so long as such policies do not conflict with provisions of this Agreement. Department Chairpersons shall present Department recommendations on academic matters to the Chief Academic Officer. Though Department Chairpersons have administrative responsibilities as outlined in Section 8.6 below, they are not considered management.

## **8.4 Selection of Department Chairperson**

The selection of Department Chairpersons will occur, as necessary, in the last month of the spring semester, or in the case of a vacancy in the position, upon selection, with a new Chairperson assuming his/her responsibilities immediately. The selection of the Department Chairperson will be made by majority vote of the department subject to the approval of the Chief Academic Officer. Disapproval by the Chief Academic Officer may be overridden by a three-quarter ( $\frac{3}{4}$ ) majority vote of the members of the department. Each step of the procedure must be completed within two (2) weeks. An Employee with less than a full load in the department will have a pro rata vote based upon the ratio that the Employee's assigned hours in the department for the current academic year bear to thirty (30) equated hours.

## **8.5 Term of Office for Department Chairperson**

A Department Chairperson shall be selected to serve for a period of three (3) years, and may be selected for succeeding terms of office. If, after a period of one (1) year the Chief Academic Officer determines that the Department and the College would be better served by a different Chairperson, a different



Chairperson may be selected using the procedure set forth in Section 8.4, above.

## **8.6 Responsibilities of Department Chairperson**

As requested by and in cooperation with the Chief Academic Officer, Department Chairpersons will assist in recruitment and hiring, scheduling, evaluation, curriculum review, student complaints, and budgeting. Department Chairpersons will hold a minimum of three (3) department meetings per semester for the purpose of preparing schedules and addressing curriculum issues. Department Chairpersons will meet collectively with the Chief Academic Officer at least three (3) times per semester to conduct College business.

Department Chairpersons may be assigned up to ten (10) additional days during the summer break by the Chief Academic Officer for department duties, including mid-summer advising and registration activities. These days shall include up to five (5) days at the time of mid-summer registration and up to five (5) additional days to be distributed during the summer break. The schedule of additional days shall be determined during the last four (4) weeks of the spring semester by the Chief Academic Officer in consultation with the Department Chairpersons.

### **8.6.1 Recruitment and Hiring**

In cooperation with the Chief Academic Officer, the Department Chairperson will recruit Employees and part-time Faculty, including participation in committees, to recommend and interview applicants for referral to the Chief Academic Officer and the College President. Concerning part-time Faculty, the Department Chairperson will make recommendations for assignment to the Chief Academic Officer. Department Chairpersons will have access to all applicants' files as maintained in the Human Resources Department, where necessary to perform these responsibilities.

### **8.6.2 Scheduling**

Department Chairpersons will recommend to the Chief Academic Officer a fall, spring, and summer session academic course/section schedule, including recommended teaching assignments and section sizes for each Faculty member within their Department. The Chief Academic Officer shall review the recommendations and shall coordinate course/section schedules with other Departments in an effort

to avoid conflicts, facilitate and insure availability to meet student needs.

The preliminary academic course/section schedule for each semester of the upcoming academic year will be provided to Department Chairpersons by the second (2<sup>nd</sup>) week of the academic year preceding the year which is the subject of the proposed schedule.

The timeline for building course schedules is provided in Appendix O and will be reviewed annually.

The parties shall continue to work toward the goal of providing a practical, cost-effective means by which Department Chairpersons can access a common database and input data directly during a prescribed time period in order to facilitate the recommendation and review process.

Before any academic course/section schedule is printed or published (including electronic publication), each Department Chairperson will have at least two (2) weeks to preview the Preliminary Schedule and respond to the Chief Academic Officer with any concerns or proposed revisions. The Final Schedule shall be provided to the Department Chairpersons at least five (5) days prior to publication.

Department Chairpersons will review class enrollments along with the Chief Academic Officer at the time of registration to effect better placement of courses and sections offered.

### **8.6.3 Review/Evaluation**

Department Chairpersons will coordinate the Department review/evaluation process for non-probationary and probationary Employees, including part-time Faculty, according to the process defined in Article 10, Professional Reviews and Evaluations, of this Agreement.

### **8.6.4 Curriculum Review**

Department Chairpersons will serve as ex-officio members of the Curriculum Committee. They will help coordinate the development of new courses within the Department, including catalog descriptions, prerequisites and course outlines. They will conduct an annual review of departmental offerings and prepare necessary evaluations of their department's programs with recommendations for changes and

deletions. They will submit all requested changes to the Curriculum Committee for discussion and approval/disapproval as may be appropriate.

In consultation with Faculty of various academic programs, Department Chairpersons will advise the Curriculum Committee on all advanced placement (AP), career and technical education (CTE), direct credit/concurrent enrollment, dual enrollment/enhanced dual enrollment, and early/middle college opportunities pertaining to application of credit for respective programs and relative to all articulation agreements that the College engages.

### **8.6.5 Student Complaint**

Department Chairpersons will act as intermediaries for student complaints related to Employees and shall consult the Student Handbook to determine the appropriate procedure, based on the nature of the complaint. If the Department Chairperson is unable to resolve a complaint, the Department Chairperson will refer the matter to the Chief Academic Officer. If the Department Chairperson is the accused, the student will address the matter with another Department Chairperson.

### **8.6.6 Budgeting**

Department Chairpersons will assist in the preparation and administration of the dept. budget by coordinating dept. requests for instructional materials, supplies, facilities, and capital outlay.

### **8.6.7 Other Duties as Assigned**

Other duties may be assigned as necessary so long as the duties assigned to any Department Chairperson do not exceed the equivalent of a full-time load, as defined in this Agreement.

## **8.7 Program Director**

The position of Program Director may be established by the College where such position is deemed necessary or appropriate to meet specialized program needs, including, but not limited to, programs where licensing laws or regulations require that a program have a Program Director to enable students to qualify for State licensing examination.

## **8.8 Selection of Program Director**

The selection of a Program Director shall be made by the Chief Academic Officer following consultation with the Department Chairperson. Employees have the right to decline the position.

## **8.9 Term of Office for Program Director**

A Program Director shall be selected to serve for a period of three (3) years, and may be selected for successive terms of office. If, after a period of one (1) year the Chief Academic Officer determines that the program would be better served by a different director, a different director may be established.

## **8.10 Responsibilities of Program Director**

Program Directors shall have such responsibilities as assigned, including the following:

- a. Oversee maintenance of program certification where necessary.
- b. Assist Department Chairperson with Academic Course/Section Scheduling for their program.
- c. Assist Department Chairperson with curriculum review and development.
- d. Facilitate budget development in conjunction with Department Chairperson for their program.

Program Directors may be assigned up to ten (10) additional days during the summer break for mid-summer advising, registration, and other program activities.

## ARTICLE 9

### CALENDARS, SCHEDULES, WORKLOADS AND ASSIGNMENTS

#### 9.1 Academic Calendar

Courses must be taught on dates either specified in the two-semester academic year calendar or mutually agreed upon by the Employer and Faculty Council. Community service courses taught on a "one-time-only" basis may be started at any time, but courses that are offered more than once are subject to the previous provision.

Employees may not be involuntarily assigned to teach courses that are scheduled at times other than those instructional days specified in the two (2) semester calendar of Appendix AC.

The following provisions will apply to the calendars set forth in Appendix AC:

- a. The workday may include activities such as office hours, placement, workshops, seminars, staff meetings, development, and faculty meetings.
- b. When no specific courses are scheduled during established workdays, the scheduled workdays are to be used for self-directed work activities, unless a specific college-wide activity has been determined by the administration in consultation with the Faculty Council.

#### 9.2 Instructional Make-up Time

Protracted instructional time lost for whatever reason will be addressed via alternative plans (e.g., substitute, departmental coverage, classroom management delivery platform, etc.) as is reasonably acceptable to the College.

#### 9.3 Off-Campus Break Schedule

When Faculty teach off-campus courses as part of their normal load, they shall follow the on-campus break schedules.

#### 9.4 Professional Staff Calendar

- 9.4.1 The calendar for on-campus Professional Staff will not necessarily coincide with the Faculty work calendar, but will be determined by the Chief Academic Officer. For Professional Staff calendar

purposes (excluding Talent Search), ten (10) days out of the normal academic year (fall and spring semester) may be assigned during the periods preceding and following the normal work calendar, excluding the six (6) or eight (8) week summer school sessions. The assignment of the days preceding the next academic year will be done by April 1.

- 9.4.2** For calendar purposes, off-campus Professional Staff assigned to the Talent Search grant may have an academic year of 170 days. The beginning and end of the academic year (fall and spring semesters) may be adjusted to coincide with the regular calendar of the high school being served. Professional Staff (Talent Search grant) will be available for College-wide meeting days and open meeting hours where it does not conflict with their regular job responsibilities.

## **9.5 Schedule Matrix**

All courses will be scheduled according to Schedule Matrix, Appendix SM, in order to insure regular start times, efficiency and consistency in scheduling and coordination of course offerings across the curriculum. A common time of one (1) hour twice per week shall be reserved for meetings of the College, committees and/or the Faculty Council. Faculty shall be available for meetings during these times. The Schedule Matrix is subject to revision based on the mutual agreement of the Employer and Faculty Council.

## **9.6 Faculty Workloads**

### **9.6.1 Full-Time Faculty Workload**

Time and service expected of a Full-time Faculty beyond classroom duty hours and customary professional meetings will be contained within a forty (40) hour week. Full-time Faculty will have a normal two-semester load within the academic year (fall and spring semesters) of at least thirty (30) equated hours, including a minimum load of twelve (12) equated hours each semester. Faculty members not able to meet the thirty (30) equated hour load during the fall and spring semesters may fulfill their workload requirements during the summer semester immediately following or through an alternative assignment.

### 9.6.2 Part-Time Faculty

- a. Part-time Faculty within the bargaining unit will schedule office hours proportional to those of full-time Faculty and will assist in student advising.
- b. All part-time Faculty within the bargaining unit will share proportionally in all benefits.
- c. All Employees having a two-semester load for any academic year (fall and spring semester) of less than thirty (30) equated hours (including any released time granted by the Employer) shall be part-time employees within the bargaining unit, and shall receive a percentage of full salary and benefits calculated by dividing the Employee's annual load by thirty (30).

### 9.6.3 Equated Hours

- a. Equated hours are calculated in the following manner:

Lecture and Recitation	1 to 1
VCS/Online/Hybrid	1 to 1
Scheduled Labs	1 to 1
Nursing Clinical Supervision	1 to 1*
Certificate Programs (Adult)	1 to 1
Fitness Labs	1 to 1
Auto Body	1 to 1

\*Nursing Faculty Members shall have the first right of refusal on all clinical nursing assignments. Clinical nursing assignments which are not accepted by Nursing Faculty Members shall be assigned to non-Faculty clinical nursing personnel. Such clinical Nursing personnel are excluded from the bargaining unit and shall not become included in the bargaining unit solely on the basis of the number of equated hours of clinical nursing supervision, the provisions of Article 3.3 notwithstanding.

- b. An Employee responsible for individual vocal or instrumental instruction will receive equated hours toward their load at a rate equivalent to 0.2 times the number of students assigned each semester (i.e., number of students x 0.2 = equated hours).

- c. An Employee responsible for independent study will receive equated hours toward his/her load for each student assigned to him/her at a rate equivalent to the number of equated hours for the course times 0.10 (i.e., number of students x hours for the course x 0.10). All independent study assignments shall have the approval of the appropriate Chief Academic Officer and the consent of the Employee.
- d. For purposes of this Agreement, “Hybrid” shall mean a class where at least fifty-one percent (51%) of the class time is on-line.
- e. If a Faculty member has a total of three hundred (300) student contact hours or greater in a single semester assigned to them as load, then that Faculty member will not be asked to teach one (1) of their sections for tenths (10ths) whether it is part of their regular load or overload.

## **9.7 Class Size**

The size of classes in English Composition will be in close accord with a recommended average class of twenty-five (25) students while the class size in developmental classes (i.e., CSS 095, CSS 098, ENG 102, MTH 090) will be in close accord with a recommended average of seventeen (17) students. The total class size for On-line/Hybrid courses will be in close accord with a recommended average of twenty-two (22) students and twenty-four (24) students for Video Conferencing System (VCS) courses. The size of all other classes will not exceed thirty-five (35) students without prior approval of the Employee.

## **9.8 Office Hours**

All Faculty will submit a minimum semester schedule of four (4) office hours weekly for student consultation to the Chief Academic Officer within the first (1<sup>st</sup>) week of classes each semester. Office hours will be posted on office doors and course syllabi. Office hours will be spread over the weekly schedule as uniformly as possible in at least increments of thirty (30) minutes and not during the Common Hour. Students and the Chief Academic Officer will be notified of any changes to scheduled office hours. In order to meet both student and institutional needs, office hours should change only under extenuating circumstances.



Summer Faculty shall be available for consultation with students and schedule office hours as determined by the Faculty member in cooperation with his/her students.

## **9.9 Examinations**

A final examination may be given, but is not required. If an examination is not given during the examination period as scheduled by the calendar, the class must meet at the time specified in the final examination schedule.

## **9.10 Academic Advising**

Students admitted to the College shall be immediately assigned a Faculty member who shall serve as an Academic Advisor to the student for the duration of their program of study at the College or until their declared program of study changes. Students are required to obtain a release to register by their Academic Advisor at the start of their program of study (initial registration) and at approximately mid-point of program/degree completion. Assignment of Academic Advisors shall be in close accord with declared program(s) of study and Faculty association with such program(s). Faculty members will be assigned specific programs of responsibility and a list of Academic Advisors for specific programs will be maintained by the Admissions and Registrar offices in close consultation with the Department Chairpersons, Program Directors, Chief Academic Officer and Faculty Council. The list of Academic Advisors for each program of study will be published and distributed to Faculty Council members by the Chief Academic Officer at the beginning of each academic year.

Academic Advising shall include a shared responsibility for Transfer Advising along with Professional Staff (e.g. Academic Counselors). The Director of Admissions and Registrar may provide Academic Advising during summer and breaks when Faculty are not on campus with e-mail notification of such effect to the assigned Academic Advisor. Formal orientation to Academic Advising will be provided to new Employees upon hire and continuous refresher opportunities will be afforded Employees on an as needed basis.

Academic counseling shall be defined as limited assistance to students experiencing problems interfering with their educational success but not clinical counseling. Assistance may include brief crisis counseling and possible referral to community services as a transitional role, but shall relate fundamentally to a student's educational success, identifying and removing barriers to academic success, career, transfer assessment, planning and exploration.

## **9.11 Registration**

Employees will participate in the registration, orientation, and enrollment of students during regularly scheduled workdays (exclusive of summer school) except when professional academic duties prevent such participation and prior approval has been given by the Chief Academic Officer.

## **9.12 Professional Development/Organization Participation**

**9.12.1** In recognition of the importance of Employee involvement, Employees are encouraged to participate in professional development activities, summer orientations, college committees, search committees, mentorships, internships, recruitment activities, and community service activities and events.

**9.12.2** When the Employer, in its sole discretion, determines that funds are available to do so, the Employer will provide support to Employees seeking professional development opportunities. Such professional development may include, but is not limited to, the following avenues:

- a. Tuition free courses
- b. Advanced training
- c. Conferences, workshops and seminars
- d. Research and publications
- e. Emphasis on Learning grants
- f. Endowed Chair (e.g. Great Teacher Seminar, lectures, etc.)
- g. Training for On-line course development
- h. Peer Reviews and Mentoring

**9.12.3** Employees are encouraged to participate in conferences and hold office in professional organizations. Upon written request to the appropriate Chief Academic Officer or the President, released time may be granted for such participation. Expenses authorized by the appropriate Chief Academic Officer or the President will be paid according to the College's policy on travel reimbursement, if said Employee is not otherwise reimbursed.

**9.12.4** Employees selected by the Faculty Council will be released for Association business during the year subject to the Faculty

Council's confirmation that a qualified Faculty member will cover the assignment, and upon approval of the Chief Academic Officer.

### **9.13 Faculty Mentorship**

A Faculty Mentor shall be assigned by the Chief Academic Officer, in conjunction with the Department Chairperson's recommendation, for all newly hired Employees for the duration of the first semester of employment. Faculty Mentor shall provide the following services:

1. Provide a general introduction to the staff and facilities upon hire and prior to start-up week.
2. Conduct one (1) professional evaluation per Article 10.
3. Provide continuous review of syllabi and teaching materials.
4. Conduct a general discussion on the challenges of teaching.
5. Train for advising during pre-semester and mid-semester registration periods.
6. Provide an informal mid-semester review.
7. Provide a written memorandum (summary) to the Chief Academic Officer reviewing the process conducted upon the end of the mentorship.

Each Faculty Mentor will receive a two hundred dollar (\$200.00) stipend, provided the service is fulfilled.

### **9.14 Overload**

Overload beyond eighteen (18) equated hours in the fall semester and thirty-two (32) equated hours in the academic year may be assigned with the consent of the Employee. Overload may not infringe on another full-time Employee's load requirements. If overload is available, College-wide seniority of full-time Employees will determine rights of first choice assuming the Employee is highly qualified. Overload is offered based on seniority rotation on a section by section basis.

### **9.15 Released Time and/or Grant Work**

**9.15.1** Employees have the right to refuse any released time and/or grant work assignment.

**9.15.2** Released time and/or grant work will constitute teaching hours as set forth in this Article. Part-time Employees in the bargaining unit may be offered additional work under the provisions of this released time/grant section.

- 9.15.3** Employees who leave a released time and/or grant position will be guaranteed the right to return to their prior position subject to the layoff/recall provisions of this Agreement.
- 9.15.4** All grant applications, continuations or revisions of grants that affect the wages, fringe benefits, or working conditions of an Employee will be reviewed by the Faculty Council prior to the submission of the grant or before the implementation of any change.
- 9.15.5** In cases where state, federal or private grant regulations or requirements conflict with this Agreement, special consideration may be needed to protect Employees' rights and yet not impede the Employer's ability to accomplish the goals and objectives of the grant. In these cases where Employees are affected, the designated representatives of the Employer and the Faculty Council agree to meet and confer before any provision of the grant is re-written or changed.
- 9.15.6** Employees hired after August 22, 1991 for a position funded by a grant(s), will have seniority as defined in Article 16, Seniority, Layoff, Recall, accrue only within the grant(s) for purposes of layoff, reduction of staff and recall, unless the Employee is assigned during the term of the grant(s) to responsibilities or a teaching assignment outside the grant(s).

## **9.16 Professional Staff Workloads**

- 9.16.1** Professional Staff in the Nursing, Health and Human Services Department (except those in the Talent Search) follow the normal 161.5 day calendar. Professional Staff in the Nursing, Health and Human Services Department (except those in Talent Search) who are asked to teach a class, work hours in addition to their normal thirty-five (35) hour work week or days beyond the normal 161.5 day calendar will do so only with appropriate compensation and upon mutual agreement between the Employee and Chief Academic Officer.
- 9.16.2** Professional Staff (except those in the Talent Search) who work in excess of thirty-five (35) hours in a week will be given the excess time as compensatory time off at a time agreed upon by the Professional Staff and his/her supervisor, if the Professional Staff is working the 161.5 day calendar.

- 9.16.3** Professional Staff in the Nursing, Health and Human Services Department (except Talent Search Grant) may be assigned (during the first week of classes) student services duties of up to thirty (30) additional work days, fifteen (15) of which may be assigned by their respective supervisor and the other fifteen (15) by mutual agreement.
- 9.16.4** In the event that a Professional Staff in the Nursing, Health and Human Services Department has not been assigned or offered the maximum number of additional contract days available, he/she will be offered any appropriate assignment, if available, within a Department where the Employee is highly qualified.
- 9.16.5** Professional Staff in the Talent Search grant program who work in excess of thirty-two and one half (32.5) hours in a week will be given the excess time as compensatory time off at a time agreed upon by the Professional Staff and his/her supervisor, if working the 170 day calendar.
- 9.16.6** The equated hours which correspond to a non-teaching assignment for Professional Staff in released time/grant work is one (1) contact hour equals 16/35 (if working the 161.5 day calendar) while Talent Search grant program is one (1) contact hour equals 16/32.5 equated hours (if working the 170 day calendar).
- 9.16.7** The above referenced hours do not apply to part-time unit members.
- 9.16.8** Talent Search Technicians may be assigned up to ten (10) additional days during their normal academic year by the Talent Search Director.
- 9.16.9** Days assigned in addition to the normal two (2) semester load within the academic year (fall and spring semesters) will be assigned by the end of the first week of classes for each semester. Additional days outside of the normal academic year will be assigned by April 1. Professional Staff assigned additional days outside the normal academic year may select at least three (3) consecutive weeks during the summer when no additional days may be assigned.

### **9.17 Assignment**

Employees will not without good reason and consent be assigned responsibilities outside his/her education, training and/or experience. During the first semester of any assignment outside his/her education, training and/or experience, an Employee will be informally evaluated and may be formally evaluated in succeeding semesters.

### **9.18 Evening Classes**

Employees assigned an evening class which begins after 6:00 p.m. as part of their normal load will not be assigned, without their consent, a class prior to 9:00 a.m. on a morning after teaching an evening class.

### **9.19 Out-of-District Assignments**

Employees will not be assigned duties at any location out of the College district without their consent and Internal Revenue Service mileage reimbursement. Employees assigned to Huron Shores campus will not be assigned duties off campus without their consent and mileage reimbursement based on the I.R.S. mileage rate.

### **9.20 Saturday Classes**

If an Employee is assigned Saturday classes, such classes will be followed by two (2) consecutive calendar days that are free of classes for the affected Employee, unless he/she gives his/her consent otherwise.

### **9.21 Video Conferencing System (VCS)/Online/Hybrid Course Assignments**

**9.21.1** Employees will not without good reason and consent be assigned teaching responsibilities for an VCS/Online/Hybrid course. During the first semester of an assignment to an VCS/Online/Hybrid course, the peer review process of evaluation for non-probationary Employees will be used.

**9.21.2** Full-time Faculty possessing an area related degree and experience will be offered the initial opportunity to develop and instruct VCS/Online/Hybrid courses when they are qualified to do so, all as determined by the Chief Academic Officer. If a full-time Faculty member does not possess the necessary qualifications or declines the opportunity to develop and/or teach an VCS/Online/Hybrid course, and if the Employer desires to develop

the course, the opportunity will next be offered to qualified part-time Employees within the bargaining unit. If no part-time Employee within the bargaining unit is qualified or if he/she declines the opportunity, the Employer may then offer non-bargaining unit personnel the opportunity.

- 9.21.3 Initial and ongoing training in the use of VCS/Online/Hybrid systems will be made available during the academic year (Fall and Spring semesters) at no cost to Employees.

## **9.22 Video Conferencing System (VCS) Courses**

- 9.22.1 Employees will not be responsible for setting up, maintaining, transporting, or dismantling equipment.
- 9.22.2 No Employee will have his/her work load reduced as a direct result of a VCS course if each site of the VCS course meets the minimum enrollment criteria to be offered as a regularly scheduled course.
- 9.22.3 Videotapes made of a VCS course may be used only at an instructional site for make-up work for students currently enrolled in a section of that VCS course.
- 9.22.4 The Employer will provide trained facilitators at the remote site during each broadcast of a VCS course to assist the Employee as needed.
- 9.22.5 The number of remote sites linked to the primary course platform will be limited to two (2) locations generally, at the Employee's discretion and in consultation with the Chief Academic Officer. Any additional sites will be mutually agreed upon between the Employee and the Chief Academic Officer.

## **9.23 Development of New Courses and Programs**

When a Faculty member with prior approval of the Chief Academic Officer develops a new course and/or academic program (a new course and/or academic program that is not listed in the College taxonomy), the Employee developing the course will be granted release time equal to the contact hours of the assigned course and/or half a full time load for one (1) semester for a program(s). The release time will be granted in the semester prior to and/or during the semester of implementation of the course and/or program.

## **9.24 Summer Session**

- 9.24.1** On-campus summer session courses will normally be scheduled for a six-week period; however, summer session courses may be offered over a different time period, provided that the assigned Faculty member and the Chief Academic Officer agree on the date change.
- 9.24.2** An Employee desiring summer teaching assignment will notify by December 1 indicating the courses he/she wishes to teach.
- 9.24.3** Commitment for all course assignments will be assumed if a course section has not been withdrawn from the official working schedule two (2) weeks prior to the start of the summer courses scheduled unless the Employee and the administrative representative mutually agree otherwise. Faculty scheduled to teach a summer course will be informed no later than two (2) weeks prior to the start time of the course as to whether the course will be held as advertised and compensated in tenths.
- 9.24.4** If an approved course for which a commitment is given does not materialize, the Chief Academic Officer will provide an equivalent assignment, if one is available. Acceptance of this alternate assignment is at the option of the Employee who will then be released from the commitment if he/she does not desire the assignment.
- 9.24.5** If an Employee is paid in tenths for a summer course, he or she may withdraw his or her commitment to teach up to one week before the first day of class.

## **9.25 Summer Co-op Faculty**

Faculty members who teach Summer Co-op courses are expected to commit total working hours commensurate with equated hours for the course.

A Faculty work plan shall be developed by the Faculty member and submitted for approval by the Chief Academic Officer. The work plan shall contain minimally the following responsibilities:

- a. Coordinate on-campus interviews between interested Summer Co-op sites and students.



- b. Take appropriate measures to facilitate placement for all Summer Co-op students.
- c. Keep a current, updated list of all co-op placements.
- d. Maintain regular communication and follow-up with co-op students, employers, and the Chief Academic Officer.

## **9.26 Co-curricular and Extra-curricular Assignments**

The assignment of co-curricular and extra-curricular duties (see Appendix CC) is the responsibility of the College President or his/her designee under the following guidelines:

- a. The decision of whether or not to fill a position, who is assigned to a position, or the removal of an Employee from a co-curricular or extra-curricular position is exclusively reserved to the Employer.
- b. If possible, Employees will have their co-curricular or extra-curricular assignments made by August 1 of each year if their duties are to begin during the first semester.
- c. Employees will have co-curricular or extra-curricular assignments that begin during the second semester made as soon as possible, preferably by December 1 of each year.
- d. New hires will be notified of co-curricular or extra-curricular assignments as soon as it is determined they will have the co-curricular or extra-curricular duty.
- e. Employees may refuse a co-curricular or extra-curricular assignment.

## ARTICLE 10

### PROFESSIONAL REVIEWS AND EVALUATIONS

#### 10.1 Purpose and Protocol

The Employee, Faculty Council and the Employer mutually recognize the importance and value of an Employee review and evaluation process focused on the professional development, effectiveness and improvement of instruction and student services. Each Employee, upon employment, or at the beginning of an instructional period when his/her responsibilities vary appreciably from those previously assigned, whichever is later, will be apprised in writing of the specific terms of his/her responsibilities. Employees will be informed of the specific criteria upon which they will be reviewed or evaluated according to the provisions of this Article. Performance of an Employee's duties in release time and/or grant assignments shall be reviewed separately from the Employee's regular duties.

A group meeting of all Employees scheduled for review or evaluation during a given academic year shall be held during start-up week. During the meeting Employees will be notified of the tentative times and dates of the reviews and provided a copy of the criteria to be used for the reviews/evaluations per provisions of this, Article 10.

#### 10.2 Non-Probationary Employee Review Procedures

Non-probationary Employee status acknowledges professional competence in the assigned discipline(s). Thereafter every three (3) years, reviews shall be for the purpose of assessing the effectiveness of the Employee's activities aimed at maintaining or enhancing his/her competence and shall follow the process detailed below in this section 10.2 and its corresponding subsections. The emphasis by the Employer shall be on maintaining and/or enhancing this competence to serve the best interest of the College and its students.

##### 10.2.1 Professional Development Portfolio

A Professional Development Portfolio, Appendix PP shall be completed in two phases by the Employee under review prior to the end of the semester in which the review process is scheduled.

**Phase 1** - In advance of the scheduled reviews, the Employee shall begin the review process by providing a collection of

materials demonstrating continued development and proficiency in professional pursuits to be used in the review process.

**Phase 2** - Upon completion of the review processes, using feedback from the peer consultations, administrative review/conference, and reflection on student opinion surveys since the last review process, the Employee will complete a Professional Development Portfolio by providing a self-assessment relative to duties highlighting strengths and areas for growth.

### **10.2.2 Peer Consultations**

- a. During a mutually agreed upon time/course between the Employee and those conducting consultations, two (2) Peer Consultations by two (2) non-probationary Employees, both of whom are approved by the Chief Academic Officer. The reviews will be conducted openly and only with the knowledge of the Employee using the forms provided in Appendix PC, Peer Consultations.
- b. Peer Consultations shall be completed by roughly mid-point of the semester and within two (2) week window in order for timely completion of the overall Employee review process.
- c. The Peer Consultations shall be based on the direct observation of Employee and student interaction in the classroom, laboratory, and/or other assigned locations where Employee duties are performed. Course syllabi, examinations, quizzes and other appropriate materials used in performance of the Employee's assignment, including participation in committee meetings, curriculum development, student advising, and when relevant academic counseling, may be reviewed in the process based on predetermined criteria for review in Appendix PC, Peer Consultations.
- d. A Reverse Peer Consultation may be substituted by the Employee for one (1) of the Peer Consultations.
- e. The purpose of such Reverse Peer Consultation will be for the Employee to engage with a Peer Mentor who can model effective pedagogical techniques in the classroom, laboratory, and/or other assigned locations where the Peer's Mentor's duties are performed in order for the observing Employee to

learn from a Peer Mentor's approaches. Course syllabi, examinations, quizzes, and other appropriate materials used in the Peer Mentor's performance will be available for mentoring purposes of the Employee.

- f. The Employee shall include two completed and signed Peer Consultation forms in their final Professional Development Portfolio.

### **10.2.3 Administrative Review and Conference**

Concurrently with the Peer Consultations, an administrative review shall be conducted openly and only with the knowledge of the Employee in the following manner:

- a. During a mutually agreed upon time/course between the Employee and the Chief Academic Officer, a review will be based on observation by the Chief Academic Officer of Employee's professional engagement and interaction with students in the classroom, laboratory, services and other assigned duties of the Employee. Course syllabi, examinations, quizzes and other appropriate materials used in performance of the Employee's assignment, including participation in committee meetings, curriculum development, student advising, and when relevant academic counseling, may be reviewed in the process based on predetermined criteria for review in Appendix AR, Administrative Review/Conference.
- b. At the end of the scheduled time/course where such administrative review is conducted, direct discussion with students by the Chief Academic Officer may be conducted in the absence of the Employee using the guidelines for review of student opinion within the Appendix AR. A Faculty Council member chosen by the Employee shall be present to help facilitate the discussion if the exercise is employed.
- c. Administrative Conference - A written administrative report consisting of Appendix AR shall be prepared within two (2) weeks following completion of the review process by the Chief Academic Officer and shall describe the Employee's strengths and areas for growth. Faculty Council representatives may be present at this meeting if the Employee chooses.

- d. The Employee will be given a copy of the report for review and opportunity to discuss the report with the Chief Academic Officer.
- e. The administrative report will be signed and dated by the Employee indicating that he/she has read the report; it does not indicate concurrence with the report or its conclusions or recommendations. A copy of the signed and dated report will be provided to the Employee.
- f. An Employee has the right to attach a written reply to the administrative report.
- g. Review proceedings, resultant observations, reports and any Employee response will be retained in the Employee's personnel file and will be disclosed to third parties only as permitted or required by law unless the affected Employee chooses to disclose the results to others.
- h. If the provisions of this subsection 10.2.2 are not completed for any reason, a statement that no administrative review was completed will be placed in the Employee's file and the Employee will be notified in writing as such and scheduled for review during the next review cycle on a three (3) year rotation.

#### **10.2.4. Wrap-up of Professional Development Portfolio**

At the end of the review processes and upon completion of Phase 2 of the portfolio, completed and signed copies of Appendixes PC, AR and PP shall be submitted to the Department Chairperson and a copy of Appendixes PC and PP submitted to the Chief Academic Officer prior to the end of the semester in which the review process is scheduled.

A completed Professional Development Portfolio inclusive of these completed appendixes shall be filed in the Employee's personnel file and will be disclosed to third parties only as permitted or required by law unless the affected Employee chooses to disclose the results to others.

The Chief Academic Officer may exercise the option of conducting a follow-up conference after receipt of the final Professional Development Portfolio. Faculty Council

representatives may be present at this meeting if the Employee chooses.

### **10.3 Probationary Employee Evaluation Procedures**

Employees shall be considered probationary Employees for their first two (2) academic years of employment and subject to the following evaluation procedures as a condition of continued employment and non-probationary status.

All probationary Employees will be assigned a Faculty Mentor for their first semester per Article 9.13.

#### **10.3.1 Department/Faculty Evaluations**

Evaluations shall be conducted each semester for the duration of a probationary period by two (2) non-probationary Employees each semester.

The Department Chairperson and the Faculty Mentor shall serve as two (2) of the four (4) evaluators in the first year of probation. All other Employees conducting evaluations shall be approved by the Chief Academic Officer as recommended by the Department Chairperson.

The evaluations shall be completed between the fourth (4<sup>th</sup>) week and the twelfth (12<sup>th</sup>) week of the semester.

Completed evaluations will be provided to the probationary Employee within two (2) weeks of completion.

All evaluations shall be conducted using the Peer Consultation Form, Appendix PC. The alternative Reverse Peer Review format may not be used.

The reviews will be conducted openly and only with the knowledge of the probationary Employee. The consultation shall be based on the direct observation of Employee and student interaction in the classroom, laboratory, and other assigned locations where Employee duties are performed. Course syllabi, examinations, quizzes and other appropriate materials used in performance of the Employee's assignment, including participation in committee meetings, curriculum development, student advising, and when relevant academic counseling, may

be reviewed in the process based on predetermined criteria for review in Appendix PC, Peer Consultations.

### **10.3.2 Administrative Evaluations**

- a. Probationary Employees will be evaluated in writing once during each semester by the Chief Academic Officer.
- b. The evaluation will be conducted openly and only with the knowledge of the Employee. An administrative evaluation will be based on direct observation of Employee and student interaction in the classroom, laboratory, services and other assigned duties of the Employee. Course syllabi, examinations, quizzes and other appropriate materials used in performance of the Employee's assignment, including participation in committee meetings, curriculum development, student advising, and when relevant academic counseling, may be reviewed in the process based on predetermined criteria for review in Appendix AR, Administrative Review/Conference.
- c. A written administrative report in the form of a completed Appendix AR shall describe the Employee's strengths and areas for growth within two (2) weeks following each evaluation. The Employee will be given a copy of the report for review and opportunity to discuss the report with the Chief Academic Officer. Faculty Council representatives may be present at this meeting if the Employee chooses. Each administrative report will be signed and dated by the Employee indicating that he/she has read the report; it does not indicate concurrence with the report or its conclusions or recommendations. The filed report shall not contain material not previously discussed with the Employee.
- d. An Employee has the right to attach a written reply to the administrative report. Evaluation proceedings, resultant observations, reports and any Employee response will be retained in the Employee's personnel file and will be disclosed to third parties only as permitted or required by law unless the affected Employee chooses to disclose the results to others.

### **10.3.3 Professional Development Portfolio**

A Professional Development Portfolio shall be submitted to the Department Chairperson and the Chief Academic Officer by the Probationary Employee on a specified date prior to the second, third and fourth semesters of probation.

Probationary Employees shall follow the guidelines for Professional Development Portfolio, Appendix PP for each iteration of their evaluation as Probationary Employees.

Probationary Employees must conduct the Student Opinion Survey in all sections of each course of their assignment each semester not withstanding Article 7.4 and submit them to the Department Chair at the end of each semester.

Upon completion of each iteration of the Department/Faculty and Administrative evaluation processes, using feedback from *the evaluations, student opinion surveys, and self-assessments relative to duties*, the probationary Employee will highlight a thorough consideration of strengths and areas for growth following the format of Appendix PP, Professional Development Portfolio.

Upon completion, materials should be submitted to the Chief Academic Officer and the Department Chairperson.

### **10.3.4 Department Assessments**

Prior to the end of the first, second and third semesters of employment, the Department Chairperson shall submit a written assessment of the probationary Employee's strengths and weaknesses to the Chief Academic Officer based on the probationary evaluations, including the Student Opinion Survey data submitted to the Department Chairperson at the end of each semester.

The Employee will be provided a copy of the Department Assessment and have an opportunity to respond to it in writing. The Employee may direct that his/her written response be attached to the Department Assessment.



### **10.3.5 Department Recommendation**

At the end of the third semester of probation the Department shall issue an internal memorandum to the Chief Academic Officer recommending continued non-probationary employment or discharge.

The Department Recommendation shall be based on the consensus of those non-probationary Employees who conducted the evaluations.

### **10.3.6 Administrative Recommendation for Non-Probationary Employment Status**

Department assessments and recommendations will be considered by the Chief Academic Officer and the College President in forming their decision for continued employment. A probationary Employee who remains an Employee following successful completion of the probationary period shall be deemed a non-probationary Employee.

The Employer retains the exclusive right to discharge Employees during their probationary period, and such action as deemed appropriate by the Employer shall not be subject to the grievance procedure.

## **10.4 Delegation of Administrative Review and Evaluation**

With respect to review or evaluation of Nursing Faculty, the Chief Academic Officer may, but is not required to, delegate to the Director of Nursing the duties of administrative review, evaluation, assessment and reporting as described in all subparagraphs of Sections 10.2 and 10.3.

## ARTICLE 11

### HOLIDAYS, BREAKS, LEAVES, ABSENCES

#### 11.1 Holidays and Breaks

The number of days that Employees meet with students in a year are limited and, therefore, every effort should be made to preserve them. This contract assumes full service by Employees except for necessary absences and leaves as covered in this Agreement. Absences taken during the academic year, other than those for which provision has been made under this Agreement, are not permitted.

#### 11.2 Unpaid Leaves of Absences

At the discretion of the Employer, leaves of absence may be granted for the following reasons: Childcare, President's Leave, Exchange, Writing, Travel, Study, Health and Sabbatical.

##### 11.2.1 Childcare

- a. An unpaid leave of absence will be granted to any Employee for the purpose of caring for newborn or newly adopted children. An unpaid leave of absence may be granted for other childcare. The Employee must provide (except in emergency) thirty (30) calendar days notice of request for leave and indicate the anticipated length of the leave. The leave will not exceed one (1) year in length unless an extension is requested of and granted by the Employer.
- b. All rights and privileges possessed at the time of the leave will be maintained, but no additional benefits will accrue (Seniority or its equivalent, accumulated sick leave, points, etc.) and the Employee will return to the point on the salary schedule at which he/she left. An Employee is eligible for the available group insurance benefits provided proper payments are made by the Employee.
- c. An Employee must notify the Employer in writing of his/her intention to return from leave at least sixty (60) calendar days prior to the date of return. Failure to provide such notice will be the equivalent of a resignation. Upon return from leave, the Employee will be assigned to his/her

former position, or to another position for which he/she is qualified if his/her former position no longer exists or reassignments would be disruptive.

### **11.2.2 President's Leave**

Upon the request of an Employee, other additional leaves may be recommended to the Employer by the President at his/her discretion. An Employee's written request must address placement in position upon return, seniority, accumulated sick leave, fringe benefits, salary schedule placement and any other matters of concern raised by the President. If the President recommends the leave, the President will set forth to the applicant and the Faculty Council President in writing the conditions under which the leave will be recommended to the Employer.

### **11.2.3 Exchange**

- a. Employees may be granted a one (1) year leave of absence with pay to teach in a foreign country, provided that such country agrees to furnish an Employee of like rank or level as determined by the Employer to fulfill the duties of the Employee who is on leave. Eligibility is dependent upon a satisfactory record of at least two (2) years continuous employment with the Employer.
- b. While on leave, the Employee will maintain seniority, accumulated sick leave, and will be granted increment credit on the salary schedule as if he/she had been assigned at Alpena Community College during the period of the leave.
- c. Notice of intention to return from leave must be sent in writing to the Human Resources Department at least ninety (90) calendar days before the end of the leave year. Failure to provide such notice will be the equivalent of a resignation. The Employer must notify the Employee on leave in writing of the approaching deadline at least thirty (30) calendar days prior to the deadline.
- d. The Employee will be returned to his/her former position, or a vacant position within the field of his/her qualifications when he/she returns.

#### **11.2.4 Writing, Travel, and Study**

- a. At the discretion of the Employer, an unpaid leave of up to one (1) year may be granted to an Employee after completion of a satisfactory record of at least two (2) years continuous employment with the Employer, upon application, for the purpose of engaging in writing, travel, or study at an accredited college or university.
- b. While on leave, the Employee will maintain seniority, accumulated sick leave, and will be granted increment credit on the salary schedule as if he/she had been assigned at Alpena Community College during the period of the leave.
- c. Notice of intention to return from leave must be sent in writing to the Human Resources Department at least ninety (90) calendar days before the end of the leave year. Failure to provide such notice will be the equivalent of a resignation. The Employer must notify the Employee on leave in writing of the approaching deadline at least thirty (30) calendar days prior to the leave deadline.
- d. The Employee will be returned to his/her original position or a vacant position within the field of his/her qualifications when he/she returns.

#### **11.2.5 Health**

- a. An Employee who is unable to perform his/her assigned duties because of personal illness or disability and who has exhausted all sick leave available will be granted a leave of absence without pay for the duration of the illness or disability for up to one (1) year. Such extension of this leave may be granted only on the recommendation of the College President.
- b. While on leave, an Employee will maintain the same seniority he/she had at the time the leave started and will return to the point on the salary schedule at which he/she left.
- c. Notice of intention to return from leave must be received in writing to the Human Resources Department prior to the

end of the leave period or any extension. Failure to provide such notice will be the equivalent of a resignation. The Employer must notify the Employee on leave in writing of the deadline for notice at least thirty (30) calendar days prior to the leave deadline. The notice of intention to return must be accompanied by a physician's statement certifying the Employee's physical and emotional fitness to perform the essential functions of the position. The release to return must be furnished by the Employee at his/her expense.

- d. When returning from leave of one (1) year or less, the Employee will be placed in his/her original position if it still exists or a vacant position within the area of his/her qualifications. When returning from a leave of one (1) year or more, the Employee will be placed in the first vacancy for which he/she is qualified.

### **11.3 Paid Leave of Absence**

#### **11.3.1 Sabbatical**

- a. A leave of one (1) semester at full pay or two (2) semesters at one-half ( $\frac{1}{2}$ ) pay may be granted to any Employee after seven (7) consecutive years of employment with the Employer.
- b. No more than two (2) staff members will be absent on sabbatical leave at one time.
- c. Applicants for sabbatical leave must submit a written application that shall state how the leave will enable the Employee to make a definite contribution to the educational process and how the leave will improve his/her teaching/professional skills. A written application must be filed with the College President as soon as possible in the academic year, but no later than March 1 of the academic year preceding the requested leave.
- d. All applications will be reviewed for recommendation to the President by a committee consisting of six (6) members, three (3) appointed by the President and three (3) by the Faculty Council. The committee will consider among other qualifications the following: The written acceptance of the

applicant into a graduate program of study, the extent of the applicant's professional study, travel, research, growth, contributions, and successful service during his/her seven (7) years of employment.

- e. A full-time Employee on sabbatical leave will retain sick leave benefits, and salary schedule status. During a sabbatical leave, an Employee will receive the same hospital, medical, surgical (and other Employee benefits) he/she would receive as a full-time Employee. The Employee will be granted increment credit on the salary schedule as if the Employee had been assigned at the College during the period of the leave. The Employer will pay an amount equal to fifty percent (50%) of the contribution of the Employee to the Michigan Public School Employee Retirement Service (MPERS) or an amount equal to fifty percent (50%) of the contribution of the Employee to the Optional Retirement Plan, which is currently the Teachers Insurance and Annuity Association - College Retirement Equities Fund (TIAA-CREF), for the sabbatical year.
- f. Upon return from leave, a full-time Employee will be reassigned to his/her original position or a vacant position within the field of his/her qualifications when the Employee returns.
- g. In case of injury to, or other illness of, the Employee during the leave which prevents his/her satisfaction of the purpose of the leave, the sabbatical leave will be terminated and all provisions of sick leave will apply. These provisions will take effect on the first day of the next pay period following notification of said illness to the President, verified by a medical doctor's report.
- h. Employees receiving a sabbatical leave must continue their employment with the Employer for a period of two (2) full academic years following the leave. Employees who elect to terminate their employment with the Employer prior to this will repay to the Employer the stipend paid during the sabbatical leave.

### **11.3.2 Emergency Illness Absence**

- a. Employees required to be absent because of an emergency illness of a member of the immediate family may draw their regular salary, not to exceed five (5) calendar days in any one (1) year. The emergency illness absence days will be deducted from sick leave days, provided that Instructional Make-Up Time, as permitted under Article 9.2, may be used in lieu of or in addition to sick leave days, if approved by College. If Instructional Make-Up Time is approved, the permitted absence may exceed the limitation of 5 calendar days per year.
- b. The term "immediate family" in this section is defined to include spouse, children or step-children, parents or step-parents, brothers, or sisters of the Employee and/or spouse, and any of the following living with the Employee at the time of the illness: step-brothers, step-sisters, grandparents or grandchildren, sons-in-law, daughters-in-law of the Employee and/or spouse, and an individual living with the Employee on a non-commercial basis.

### **11.3.3 Personal Sickness Absence**

Upon employment, an Employee will receive a bank of thirty (30) sick leave days to be used in case of personal illness during the first two (2) years of employment. Commencing with the third (3rd) year, additional personal sick leave days will be granted at a rate of fifteen (15) work days per year at the beginning of each academic year. Unused sick leave days are cumulative, but may not exceed one hundred eighty (180) days. If the Employee leaves the Employer at the conclusion of one (1) year, sick leave taken in excess of fifteen (15) days is to be deducted from the final paycheck(s). If a physician's release to return is requested, it must be furnished at the Employee's expense.

- a. Physical disabilities related to maternity will not be treated differently from any other disability of similar duration.
- b. Employees will not receive severance pay for unused sick days either upon retirement or upon termination of this

contract, as this policy is a protective benefit granted only to the Employees, per se, of Alpena Community College.

- c. A record of accumulated sick leave days will be compiled by the Employer and forwarded to all Employees at the beginning of each academic year.
- d. Employees shall be allowed to donate sick days to other Employees on an as needed basis.

#### **11.3.4 Bereavement Absence**

- a. An Employee absent from duty because of the death of a member of the Employee's immediate family will receive their regular compensation for a period not to exceed five (5) days per occurrence. These days are independent of sick leave days and are non-cumulative.
- b. The term "immediate family" as used in this section includes spouse, children or step-children, parents or step-parents, brothers or step-brothers, sisters or step-sisters, grandparents or grandchildren, mother-in-law and father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law of the Employee and/or spouse, and an individual living with the Employee on a non-commercial basis.

#### **11.3.5 Personal Day Absence**

Personal absence is provided for activities that require an Employee's presence during the school day and are of such a nature that they cannot be attended to at a time when College is not in session. Personal absence is not for vacation or recreational activities. If an Employee finds need to take leave of his/her duties for personal reasons, he/she will be granted a leave of two (2) days with pay per year. These days are to be taken in increments of full, one-half ( $\frac{1}{2}$ ) day or one (1) hour increments. Additional unpaid days may be taken upon the approval of the Chief Academic Officer. An Employee intending to use a personal absence day must notify the Chief Academic Officer by noon of the preceding workday and establish that his/her absence will be covered by a substitute or other arrangement, satisfactory to the Employer, except in case of an emergency. Employees will not be granted a personal absence day for a day immediately before or



after a holiday, break period, or during the first or last week of a semester except in provable emergencies. Unused personal days do not carry over.

**11.3.6 Act of God Absence**

In only extreme circumstances, should Employees be unable to fulfill their duties as a result of an Act of God (e.g., flood, snow storm, sleet, accident, wars, riots or other major upheaval, etc.) occurring within the Community College Service Area, they will not be considered absent without leave, provided that the Human Resources Department is notified as soon as practicable of the absence.

**11.3.7 Jury Duty Absence**

Employees required to serve jury duty will be granted leave without loss of pay or leave. The Employee will remit his/her jury duty pay to the Employer as a condition of receiving full pay during jury duty.

**11.3.8 Subpoena Absence**

Employees required to be absent because of a subpoena, when such is in the line of public service and not a result of a subpoena which has been served on an individual as a result of a violation of the law, will be granted leave without loss of pay or deduction from sick or other personal leave. Any remuneration the said Employee would receive from such service will be signed over to the Employer as a condition of receiving full pay.

**11.3.9 Physical Examination for the Draft Absence**

When an Employee has been ordered to report for a physical examination for the draft, such absence will be granted without loss of pay or deduction from sick or other personal leave.

**11.3.10 Health Examinations**

The Employer reserves the right to request, in writing, a health examination, and will provide the form to be used. When an examination is requested by the Employer, the expense will be paid by the Employer.

### **11.3.11 Visitation Day Absence**

- a. The Employer will grant one (1) visitation day per year for activities that contribute to the teaching/learning process upon the request of the Employee and the Chief Academic Officer. The President may grant additional days at the request of the Chief Academic Officer. These days are not cumulative.
- b. Should an Employee be requested by the President to make a visitation, regular pay plus travel expenses will be granted in accordance with the travel expense policy.

### **11.4 Family and Medical Leave Act**

Any leave granted to an Employee under section 11.2 will run concurrently under the provisions of the Family and Medical Leave Act.

## ARTICLE 12

### EMPLOYEE BENEFITS

#### 12.1 Health Insurance

**12.1.1** The Employer shall provide the following Michigan Education Special Services Association (MESSA) PAK (A or B) insurance for a full twelve (12) month period for the Employee and his/her eligible dependents as defined by MESSA. A designee of the Board of Trustees shall sign an Employer Participation Agreement.

The Employer shall pay to the Employee's Health Savings Account (HSA) any amounts exceeding the aggregate difference between the premium and the hard cap set by Michigan Public Act 152 of 2011 (MI PA 152) through a mutually agreed upon smoothed distribution. Smoothing shall be accomplished by taking the aggregate of premiums and subtracting from the aggregate caps. The total will be distributed directly to the Employees' HSA based on single or two person/full family premiums paid on the first (1<sup>st</sup>) payroll of each month based on nineteen (19) or twenty-six (26) payroll format.

In the event premiums exceed the aggregate cap for the plan, the Employee shall contribute through payroll deduction toward their premium using a mutually agreed upon smoothed distribution. Smoothing shall be accomplished by taking the aggregate cap for the plan and subtracting from the aggregate premiums. The total funds due will be allocated to the members based on single or two (2) person/full family premiums paid, and contributions will be processed monthly through payroll deduction on the last payroll of each month prior to premium due date based on nineteen (19) or twenty-six (26) payroll format. If significant changes occur within MI PA 152, the Employer and Association will mutually agree on how to handle the impact of the changes.

**12.1.2** MESSA Plan(s) with Rx, Long-Term Disability (LTD), Dental, Vision, and Term Life Accidental Death & Dismemberment (Term Life AD&D)

**12.1.3** PAK B: LTD, Dental, Vision, and Term Life AD&D

**12.1.4** Each Employee not electing PAK A will be provided with PAK B coverage. Employees hired after August 17, 2014, will receive the following cash-in-lieu of health insurance stipend: Full-family subscribers will receive a total of, Three Thousand Nine Hundred Sixty-One Dollars and 92/100 (\$3,961.92); Two-party subscribers will receive a total of, Three thousand Three Hundred Ninety-Five Dollars and 76/100 (\$3,395.76); Single subscribers will receive a total of, One Thousand Six Hundred Sixteen Dollars and 88/100 (\$1,616.88). Each of the above amounts will be paid in four (4) equal payments on the last pay of each quarter (e.g. for Full-family - 4 x \$990.48).

This option is not available when both husband and wife are Employees of Alpena Community College nor shall dual coverage be provided in these instances. The Employee must annually sign a document stating that they have other health insurance coverage and indemnifying the Employer from any liability in connection with medical costs. The Employee may elect to retain this amount in cash or apply this amount to tax sheltered annuities, or non-taxable variable options available through MEA Financial Services, MESSA, or other companies available through the Employer.

Employees declining PAK A hired prior to August 17, 2014 that were receiving cash-in-lieu of health insurance on August 16, 2014, will continue to receive an additional one hundred and twenty-five dollars (\$125.00) per month excluding retirement, provided by the Employer to be applied on an individual basis to the purchase of any of the MESSA Fixed or Variable Options and/or MEA Financial Services Fixed or Variable Annuities.

**12.1.5** All Part-time Employees within the bargaining unit will share proportionately in all fringe benefits.

**12.1.6** Any amounts exceeding the Employer subsidy will be payroll deducted.

## **12.2 Hospital-Medical Insurance**

**12.2.1** MESSA with Rx.

**12.2.2** An Employee must inform the Human Resources Department of any change in coverage status with thirty (30) days of occurrence. An Employee will assume the responsibility of repaying the

Employer for any overpayment made on a policy in excess of what the Employee is entitled to receive.

- 12.2.3** Responsibility for enrollment to receive this benefit rests with the Employee.
- 12.2.4** This benefit is limited to one (1) plan per household.
- 12.2.5** The parties understand in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.

### **12.3 Long-Term Disability Insurance**

- 12.3.1** MESSA Long-Term Disability (LTD) insurance for each Employee. The protection provided will include payment of no less than sixty-six and two-thirds percent (66 2/3%) of an Employee's monthly contractual salary to a maximum benefit of \$5,000 per month, with the following options: Pre-existing condition waiver, mental/nervous waiver, alcoholism/drug addiction waiver and ESP rider. Contractual salary will include any overload, off-campus instruction, maintenance, vocational, department chair, and/or extra-curricular assignment pay. Benefits will commence on the one hundred eightieth (180th) day of disablement or at the termination of the Employee's college sick leave benefits, whichever is later.
- 12.3.2** For a disability that commences prior to age sixty-one (61) that is a continuous disability, benefits will continue as long as disabled but not to exceed age sixty-five (65). For a disability that (a) commences at age sixty-one (61) and after, or (b) a recurrent disability (after six (6) months return to work) that commences at age sixty-one (61) and after, benefits are payable for five (5) years or until age seventy (70), whichever occurs first.

### **12.4 Dental Insurance**

MESSA/Delta Dental Plan Auto + with Orthodontic Rider 008 and sealants, including internal and external coordination of benefits (COB), for all Employees and their eligible dependents as defined by MESSA.

## **12.5 Vision Care**

MESSA Vision Service Plan-3 Plus (VSP-3+) Vision insurance to all Employees limited to one (1) plan per household.

## **12.6 Life Insurance**

MESSA Term Life Accidental Death & Dismemberment (Term Life AD&D) insurance protection in the amount of fifty thousand dollars (\$50,000) or two (2) times annual salary whichever is greater up to the cap established by MESSA.

## **12.7 Wellness Center**

Employees shall have free usage of the Wellness Center facilities for the duration of this Agreement as long as the center is in operation. The Employee's spouse and unmarried dependent children, as defined by the Internal Revenue Service (I.R.S.) for personal income tax reporting and Wellness Center regulations, will be charged twenty dollars (\$20.00) per person per semester and will have full use of the Wellness Center as long as the center is in operation.

## **12.8 Tuition-Free Courses**

During each contract year, the Employer will make available at no cost in tuition up to sixteen (16) contact hours of Alpena Community College courses per person for Employees, emeritus Employees, their spouses, and unmarried dependent children as defined by the Internal Revenue Service (I.R.S.) for personal income tax reporting, including laid-off Employees subject to recall and their unmarried dependent children.

## **12.9 Payment for Advanced Training**

**12.9.1** Employees who earn graduate credit, or up to a maximum of five (5) hours of undergraduate credit with prior approval of the Chief Academic Officer, from an accredited institution will be reimbursed as shown below per semester credit hour up to a maximum of six (6) semester hours per year. To qualify for reimbursement, the Employee must obtain prior written consent from the Chief Academic Officer and the course(s) must not be tuition-free courses taken at Alpena Community College under the terms of this Agreement (work applying directly toward a graduate degree will be approved if requested). Request for

payment is to be made in May of each year for work completed prior to May 1 and payment will be made in June.

**12.9.2** The rate for additional training will be the lesser of full tuition or one hundred twenty-five dollars (\$125.00) per credit hour.

### **12.10 Tax-Sheltered/Tax-Deferred Annuities**

To elect a tax-sheltered/tax deferred annuity, the Employee shall enter into a salary reduction agreement. Annual tax-sheltered/tax-deferred annuity deductions are authorized for each Employee up to the amount provided by law. Employees may select an insurance carrier of their choice.

### **12.11 Section 125 Plan**

The Employer will provide without cost to the union a qualified Section 125 Plan.

### **12.12 Retirement**

The Employer shall continue to pay the Employer's contribution for the members enrolled in the Michigan Public School Employees Retirement System (MPSERS) as has been customary in the past.

### **12.13 Optional Retirement Plan**

The provisions listed below shall be included as part of the Alpena Community College optional retirement plan as required by Public Act 296 of 1994. This statute mandates that the Employer offer a defined contribution retirement plan for full-time Employees as an option to the defined benefit retirement plan through the Michigan Public School Employees Retirement System (MPSERS).

Plan Provider: Teachers Insurance and Annuity Association  
College Retirement Equities Fund (TIAA-CREF)

Effective Date: No later than January 1, 1998, or at such date  
agreed upon by mutual consent

90-Day Window: 90 Days from effective date of plan

Eligibility: Full-time faculty, supervisors, and managers

Contributions: College pays a maximum contribution of 12%

Vesting:	Full/immediate
Selection of Accounts:	Seven account choices selectable by the Employee
Withdrawal Rules:	Cash or annuity - 100% at age 55 or older
Transportability:	Nationwide
Health, Dental, Vision:	None

#### **12.14 Termination of Insurance Benefit**

The following provisions will govern the termination of insurance benefit premium payments in the event of a retirement or resignation:

- 12.14.1** Except as set forth in Section 12.14.2 below, benefit payments will discontinue the end of the month that contains the effective date of the Employee’s resignation or retirement.
- 12.14.2** Employees who are retiring at the completion of the full academic year under MPSERS or the optional retirement plan in section 12.13 above will make application to MPSERS for retirement benefits by March 31st. Upon submission of the application to MPSERS, the Employee will provide a copy to the Human Resources Department.
- a. The Employee’s retirement application with MPSERS will request insurance benefit initiation effective the first day of the month following the effective date of the Employee’s resignation (i.e., if the effective date is May 15, benefit initiation must be requested for June 1).
  - b. When the Employee receives written notification from the State Retirement System as to the effective date of his/her benefits, the Employee will provide a copy to the College’s Human Recourses Department.
  - c. The Employer will continue all insurance benefit payments through the end of the month containing the effective date of the resignation. The Employer will continue to pay hospitalization plan premium payments beyond this date if there is a period of time (maximum of three months)



between the Employee's effective date of resignation and the initiation of benefits under the MPSERS plan.

- d. The College President and Faculty Council President may, as they deem appropriate in an individual case involving extenuating circumstances, mutually agree to extend the three (3) month time period in Section C above, where hospitalization insurance benefit implementation by MPSERS is delayed.

**12.14.3** In that there are no insurance benefits under the option plan in Section 12.13, Employees will receive hospitalization plan premium payments where appropriate for June, July and August.

### **12.15 Emeritus Status**

Retiring Employees who have been employed full-time for ten (10) or more years may be considered for emeritus appointment on the recommendation of the Faculty Council and the administration. All courtesies extended to the active staff will apply to emeritus Employees.

### **12.16 Severance**

A Voluntary Severance Incentive Plan is provided in Appendix SP.

## ARTICLE 13

### EMPLOYEE COMPENSATION

#### 13.1 Salary Schedule Placement

New Employees may be granted up to ten (10) years appropriate industrial or business experience. Teaching experience up to ten (10) years may be granted. In no case will total experience granted be greater than a combined maximum of ten (10) years.

#### 13.2 Salary Schedules

**13.2.1** For 2018-2022, all salary schedules will be adjusted accordingly:

- a. 2018-2019 – the salary schedule will increase by two percent (2.0%) above the 2014-2018 salary schedule. Step advancements will occur where applicable.
- b. 2019-2020 – the salary schedule will increase by three percent (3.0%) above the 2018-2019 salary schedule. Step advancements will occur where applicable.
- c. 2020-2021 – the salary schedule will increase by three percent (3.0%) above the 2019-2020 salary schedule. Step advancements will occur where applicable.
- d. 2021-2022 – the salary schedule will increase by one and a half percent (1.5%) above the 2020-2021 salary schedule. Step advancements will occur where applicable.

**13.2.2** Longevity, overload, summer pay, and co-curricular assignments will be increased by two and half percent (2.5%) during the second year of this Agreement.

#### 13.3 Longevity Pay

Annual longevity payments will be made according to provisions of this Article and Appendix LP.

## 13.4 Points

Upon prior approval of the Chief Academic Officer, the following are items that qualify as post-employment salary schedule points and must be closely related to areas of assignment or assist the Employee in improving instructional or work skills. Once points have been awarded, they will be permanently retained by the Employee.

**13.4.1** Points will be evaluated during the month of March each year by the Points Evaluation Committee made up of the Chief Academic Officer, the Director of Human Resources, the President of the Faculty Council and the Chairperson of the Faculty Council's Personnel Policies Committee (or their designated representatives). Application for points must be made within one (1) year after they have been earned.

**13.4.2** Changes in salary category will take effect at the start of the next contract year after points have been confirmed and approved by the Points Evaluation Committee based on a prior approval form.

### **13.4.3 Points Equivalencies**

- a. One (1) semester of graduate credit hour = Maximum of one (1) point.
- b. One (1) semester undergraduate credit hour with the recommendation of the Chief Academic Officer prior to taking the course = Maximum of one (1) point. A limit of five (5) undergraduate credits per salary category.
- c. Graduate and undergraduate semester hours used for placement on the BA/BS + 15, BA/BS + 30, MA/MS + 15, MA/MS + 30 and MA/MS + 45 salary categories must be earned after completion of the appropriate degree.
- d. No more than one-third (1/3) of the points necessary for placement on any salary schedule column may be other than graduate and under-graduate credit points respectively.
  - i. Maximum of three (3) points per professional peer reviewed publication. Number of points awarded to be evaluated by the Points Evaluation Committee. Submitters will be asked to describe publication editing process.

- ii. Maximum of two (2) points per project for Research with the recommendation of the Chief Academic Officer to conducting the research. For recommendation, a research design proposal needs to be submitted. Number of points awarded to be evaluated by the Points Evaluation Committee.
- iii. A maximum of three (3) points per course or workshop to be evaluated by the Points Evaluation Committee. Points for non-credit courses or workshops, in the area of the Employee's assignment, with the approval of the Chief Academic Officer prior to attending the non-credit course or workshop will be awarded at the rate of eight (8) hours to sixteen (16) hours of attendance = 0.5 point and seventeen (17) hours or more will be reviewed by the Chief Academic Officer for determination of points. No points will be awarded for events or activities under eight (8) hours.

### **13.5 Part-Time Employees with a Degree**

Pay for Part-time Employees within the bargaining unit with a degree will be calculated using the following formula:

$$\text{Pay} = (\text{appropriate full-time pay}) * (\text{equated hours}) / 30$$

### **13.6 Department Chairpersons**

**13.6.1** Each Department Chairperson will receive an annual stipend equal to sixteen percent (16%) of the MA/MS +15, Step 1 on "The Salary Schedule for Employees," Appendix A.

**13.6.2** Department Chairpersons will each be assigned three (3) equated hours of release time as part of their normal load for their duties each semester.

**13.6.3** A Department Chairperson may not be assigned a workload exceeding fifteen (15) equated hours per semester without their written permission.

**13.6.4** When the Department Chairperson is a member of the Professional Staff, compensation for three (3) equated hours (1-1)

of release time will be provided to that Employee in addition to Department Chairperson pay.

### **13.7 Program Directors**

Program Directors will each be assigned three (3) equated hours of release time as part of their normal load for their duties each semester.

### **13.8 On-line Course Development**

**13.8.1** For those on-line classes developed and implemented by an Employee, subject to the approval of the Department Chairperson and the Chief Academic Officer, the Employee will receive a one-time, off-schedule stipend of one thousand dollars (\$1,000.00). There will be no additional payments after the initial development and implementation of the “on-line” class as class materials undergo revision.

**13.8.2** The first time an Employee is assigned a distance learning course that the Employee developed, the Employee will be granted release time equal to the contact hours of the assigned course in the semester prior to the assigned course, or when necessary, with the written agreement of the Faculty member in the semester in which the course is taught for the first time.

### **13.9 Lab Maintenance**

Employees assigned duties involving care and repair of instructional equipment after school hours will be paid six hundred and seventy-five dollars (\$675.00) for each year of the assignment. Such assignments may be made at the discretion of the Chief Academic Officer after consultation with the appropriate Department Chairperson.

### **13.10 Overload**

Classes taught in addition to a normal full-time load of thirty (30) equated hours per academic year will be paid at the following rates:

**13.10.1** Equated hours above thirty (30) and less than or equal to thirty-two (32) = \$520.00 per equated hour for 2018-2019 and \$533 for 2019-2022.

**13.10.2** Equated hours above thirty-two (32) = \$780.00 per equated hour for 2018-2019 and \$800 for 2019-2022.

**13.10.3** Overload pay for the academic year will be calculated and paid as follows:

- a. Equated hours in excess of eighteen (18) in the fall semester shall be paid by the eighth (8<sup>th</sup>) week of that semester.
- b. Equated hours in excess of thirty (30) for the academic year, less overload previously paid, shall be paid by the eighth (8<sup>th</sup>) week of the spring semester.

**13.10.4** Overload hours taught by an Employee will not be used to calculate the need for additional full-time Employees

### **13.11 Additional Assignments**

**13.11.1** An hourly rate of twenty-one dollars and eighty-four cents (\$21.84) will be paid for all approved hours worked for the following additional assignments subject to the discretion of the Chief Academic Officer:

- a. Summer orientation
- b. Enrichment programs
- c. Internship supervisors (Remuneration and work beyond five (5) hours requires the prior written approval of the Internship Coordinator or Chief Academic Officer)
- d. Mentor faculty (for approved hours worked up to a maximum of thirty-two (32) hours)
- e. Summer search committee members (only for scheduled committee meetings)
- f. Any recruitment activities

### **13.12 Summer School Pay Schedule**

**13.12.1** In the event an Employee's load on-campus is less than the thirty (30) equated hours for an academic year as defined in Article 9, Calendars, Schedules, Workloads and Assignments he/she will be offered an appropriate class during the summer semester, including off-campus or alternate semester courses, if scheduled, at the full on-campus rate. Employees interested in taking advantage of this provision must indicate their interest in writing to the Chief Academic Officer. Failure to do so will eliminate them from evoking this part of the Agreement for the current semester.

**13.12.2** Employees choosing to teach summer courses in addition to a normal load will be paid nine hundred and thirty-six dollars (\$936.00) per equated hour for 2018-2019 and nine hundred and fifty-nine dollars (\$959.00) for 2019-2022. This does not include Faculty in certificate programs which extend beyond the normal academic year calendar.

### **13.13 Research Agreements**

Where research is needed to develop a new instructional program, the rate of payment will be twenty-one dollars and eighty-four cents (\$21.84) per clock hour. This rate is not intended to limit the amount allowed for governmental agency financed programs but is a recommended minimum. Research agreements are to be made in writing prior to the start of the assignment by the Chief Academic Officer and acceptance of the assignment indicated by the signature of the assigned Employee.

### **13.14 Travel Pay**

On January 1 of each year the reimbursement for an Employee's authorized use of his/her personal automobile for travel will be adjusted to the current I.R.S. allowable rate.

### **13.15 Additional Contract Days for Professional Staff and Co-op Faculty**

Professional Staff in the Health and Human Services Department or a Co-op Faculty working additional days will be paid in addition to his/her appropriate salary using the following formulas:

- a. For assigned days:  
Additional salary = days \* full-time pay / calendar work days
- b. For mutually agreed upon days:  
Additional salary = days \* full-time pay \* 80% / calendar work days
- c. Summer Co-op Faculty:  
Additional salary = days \* full-time pay \* 80% / calendar work days
- d. Talent Search:  
Additional salary = days \* full-time pay \* 90% / calendar work days

This additional salary will be prorated as evenly as possible over the year's pay.

## **13.16 Salary Payment**

- 13.16.1** Base salaries will be paid in twenty-six (26) equal payments or nineteen (19) equal payments every other Friday. Employees must notify the Human Recourses Department of his/her payment choice in writing by August 1 or within one (1) week of ratification of this contract, whichever is later. An Employee's choice will continue automatically from year to year unless the Employee changes his/her option in writing by August 1 for the following Agreement year. Once a payment option is determined it will remain in effect during the following Agreement year. An Employee who fails to initially identify his/her payment option within the deadlines will be automatically continued on a twenty-six (26) equal pay basis.
- 13.16.2** Paychecks will be available in sealed envelopes on scheduled pay days in the Human Recourses Department and available for immediate payment. All summer checks will be available in the Human Recourses Department unless the Employee requests delivery by first class mail or makes other arrangements.
- 13.16.3** The second pay check of each semester and the first pay check following the last day of the spring semester may be withheld until the requirements concerning employment obligations have been met.
- 13.16.4** Compensation other than base salary and overload will be identified on an itemized statement and both the compensation and statement will be included with the Employee's paycheck near the midpoint of each semester during an assignment.



## ARTICLE 14

### DEDUCTIONS

#### 14.1 Authorized Payroll Deductions

Employees may authorize the following payroll deductions, which will continue in effect from year to year unless revoked in writing:

- a. Faculty Council (MEA/NEA) Membership Dues
- b. MEA/NEA PAC
- c. United Way
- d. MEA Financial Services
- e. Tax-sheltered Annuities
- f. Life Insurance
- g. Alpena Community College Foundation
- h. Health Savings Account
- i. Health Insurance Premium Contribution (Insurance is cancelled if deduction is cancelled)

#### 14.2 Deductions for Unauthorized Absences

Deductions for unauthorized absences will be computed on the basis of the number of contracted days and the Employee's base salary. Additional deductions may be made for overload, special duties or extra responsibilities that were not fulfilled due to non-performance by the individual. The amount to be deducted shall be calculated based upon the portion of the assignment that was not fulfilled times the salary (including overload) for absence or the extra responsibility or extra duty. Before any deduction is made the Employee will be given, in writing, all information that forms the basis for the deduction. He/she will be given the opportunity to challenge the deduction before the appropriate administrator.

## **ARTICLE 15**

### **VACANCIES AND NEW POSITIONS**

#### **15.1 Vacancies and New Positions**

A vacancy is defined as an existing position at the start of a semester that is unfilled due to a resignation, transfer, dismissal, retirement, death, leave of absence or disability that is expected to last for one (1) or more semesters.

A new position is defined as a position created to meet the academic and institutional needs of the College by employing someone in a position previously not existing at the College.

Vacancies and new positions will be filled in the following manner:

##### **15.1.1 Determination to Fill a Vacancy**

When a vacancy occurs, the Human Resources Director, Chief Academic Officer, and Chief Financial Officer or their designees, will meet with the Department Chairperson for the Department to which the vacant position is assigned, together with two (2) Employees selected by the Faculty Council to determine whether to fill the vacancy. This ad hoc committee shall meet within thirty (30) calendar days of the date the vacancy is confirmed and shall make a recommendation to the President whether to fill the vacancy, when to fill the vacancy and how to fill the vacancy. The committee's recommendation is advisory.

##### **15.1.2 Determination to Create and Fill a New Position**

The following process shall be used in evaluating requests and recommendations for new positions:

- a. On or before October 15 each year, Department Chairpersons may submit to the Chief Academic Officer any requests for new positions within their departments. Together with Department Chairpersons, the Chief Academic Officer will compile an aggregated list of new Faculty and Professional Staff needs based on a standardized form highlighting projected load for the position, comparative load within the department, enrollment projections in the subject area and market demands.

- b. In evaluating the need for new positions, priority consideration shall be given to the creation of a new Full-time position where either of the following exist:
  - i. If equated hours in a single discipline, taught by Instructors outside the bargaining unit, exceed sixty (60) over the course of four (4) consecutive semesters (excluding courses taught during the summer sessions specified in the calendar). For purposes of this subparagraph, the term “discipline” shall mean all courses containing the same three (3) letter prefix in the published course description contained in the current ACC catalog.
  - ii. If Full-time Faculty members are less than forty-six (46).
- c. After considering the recommendations of Department Chairpersons, the Chief Academic Officer will submit a recommendation for creating and filling a new position(s) to the College President and relevant planning and budgeting committee(s) for review and action by November 30 each year. The final determination for the creation of new positions shall be made by the President no later than the end of the fall semester of each academic year, in order to begin posting of the position no later than February of each year, unless circumstances require exceptions to such deadlines.

### **15.1.3 Position Profile**

When the vacancy or a new position is confirmed, the Chief Academic Officer will consult with the relevant Department Chairperson(s) within fourteen (14) calendar days to establish such factors as they deem appropriate, including but not limited to, the following:

- a. The nature of the position to be filled
- b. Qualifications for the position
- c. Job description
- d. Establish the search/selection committee

#### **15.1.4 Notification and Posting**

- a. Notification of all vacant or new positions to be filled, including released time and administrative positions, will be made to the Faculty Council and to each individual Employee, including those on layoff. Positions will be posted at locations mutually agreed upon by the parties.
- b. The notification and posting will be made by the first pay date following the determination to fill the vacancy or new position. Such notification shall include a general description of the position and qualifications. Those Employees on layoff will be notified by first class mail. Employees will have fourteen (14) calendar days from the post office registration date in which to apply.

#### **15.1.5 Search**

The search/selection committee will review and interview applicants and make a recommendation to the College President for an executive interview and determination of employment.

#### **15.1.6 Application**

- a. An Employee may apply at any time during the posting period. Employees who apply will be given preference over outside applicants if they are equally qualified, subject to the provisions of Article 16, Seniority, Layoff, Recall.
- b. An Employee desiring assignment to a new or vacant position will submit the same application package required of external applicants to the Chief Academic Officer or designated representative.
- c. An Employee not selected for a position will be notified of the decision at the time of the appointment. Upon request, the Employee may meet with the President or his/her designee to discuss the decision. A written summary of the conference will be provided upon the request of the Employee.

### **15.1.7 Return to Employee Assignment**

- a. An Employee who becomes an administrator and who desires to return to Employee status may do so within two (2) years of the effective date of assignment to the administrative position. That Employee will be entitled to exercise such rights as he/she may have had prior to such assignment, including seniority as defined in Article 16, Seniority, Layoff, Recall. Such seniority may be used in determining the order of a reduction in force under Article 16, Seniority, Layoff, Recall.
- b. When the administrator does not return to Employee status within the two (2) year period, he/she will lose all rights, including seniority, he/she may have had under this or past Agreements.
- c. If a vacancy is created by transfer of an Employee to an administrative position, the person hired to fill such vacancy shall be subject to layoff for a period of two (2) years, without application of the provisions of Article 16, Seniority, Layoff, Recall, if the administrator returns to Employee status.

### **15.1.8 Temporary Assignment**

A temporary assignment may be made by the Chief Academic Officer in cooperation with the affected Department Chairperson at which time a vacancy occurs due to an extended absence, resignation, transfer, dismissal, retirement, death, leave of absence or disability of an Employee, unless load may be met by an Employee subject to layoff who is highly qualified to teach the load. Part-time non bargaining unit Faculty may fill a temporary vacancy for a maximum of two (2) consecutive semesters. Seniority rights under the contract will not be granted by virtue of a temporary assignment. A temporary assignment may be made by the Employer without posting or advertising for not more than two (2) semesters at which time the position will be posted as described in section 15.1.4.

## ARTICLE 16

### SENIORITY, LAYOFF, RECALL

#### 16.1 Seniority

**16.1.1** Seniority is defined as the length of time an Employee is in the bargaining unit since the date of hire. The date of hire is defined as the first day the Employee was scheduled to begin his/her employment responsibilities as a new or rehired Employee, except that a person who is hired into a permanent position immediately following a temporary hire will have his/her seniority begin with the starting date of the temporary hire.

**16.1.2** Employees who have the same date of hire will have their seniority ranking determined by a drawing in which the affected Employees participate. The drawing will be conducted jointly by representatives of the Employer and the Faculty Council. The drawing will be held within fourteen (14) calendar days after the affected Employees begin their employment.

**16.1.3** A seniority list of all Employees, including laid off Employees, will be developed by October 1 and revised by the Employer and Faculty Council annually and/or upon the employment of each new Employee, and will become Appendix C of this Agreement. If no objection to a seniority list is made within thirty (30) calendar days of delivery of a new or revised seniority list to the Faculty Council members, the seniority list shall be conclusive and binding as to the seniority of those Employees on the list.

#### 16.2 Qualifications

An Employee will be deemed highly qualified in a field of study if he/she has a Master's degree in that field or in a closely related field, experience and/or training in the workplace, eighteen (18) or more graduate credits in a closely related field, or experience having taught related courses for more than five (5) years.

#### 16.3 Departments

"Departments," for purposes of this Article, are defined in Article 8, Departmental Structure and Chairperson Responsibility, of this Agreement.

## **16.4 Program Elimination**

The Employer will provide six (6) months advance notice in writing of plans to eliminate a program or programs after prior consultation with the Faculty Council. In the event of program eliminations, the Employer is not required to include the program (and classes, if any) in the published schedule.

**16.4.1** Within a Department affected by a program elimination, the order of reduction or layoff will be non-bargaining unit personnel, provided there are Employees who are highly qualified for the assignment of the non-bargaining unit personnel, then Employees by reverse order of seniority in the Department, provided the remaining Employees in the Department are highly qualified to fill the positions and assignments remaining in the Department per the job description.

**16.4.2** For an Employee teaching in a Department of which he/she is not a full-time member, seniority in the Department shall be calculated by the number of semesters that the Employee has taught a course in the Department, divided by two (2) and rounded up to the nearest whole number. Seniority applies only to the course(s) taught in that Department or those courses of lower content.

## **16.5 Reduction in Force**

The College and the Faculty Council have a mutual interest in averting an Employee reduction. Nevertheless, they recognize that due to substantial decrease in student enrollment or financial conditions, a reduction in force is deemed necessary by the College in its sole discretion. The following steps will be taken before any reduction:

- a. The College will determine the department in which the layoff shall occur.
- b. Non-bargaining personnel within the department will not be assigned classes, as long as any Employee is highly qualified (Article 16.2) to teach such class(es).
- c. The least senior Employee shall be assigned available load where highly qualified prior to overload determination within a department.
- d. If the Employee is highly qualified (Article 16.2), load shall be met by teaching in other departments before overload or non-bargaining personnel are assigned load.

- e. If only a partial load can be identified, the Employee is given the option to work as a part-time Employee as defined by Section 9.5.2 or go into layoff status. If layoff status is chosen, partial load will be assigned as either overload to other highly qualified Employees or to non-bargaining personnel (Article 3).

For an Employee teaching in a Department of which he/she is not a full-time member, seniority in the Department shall be calculated by the number of semesters that the Employee has taught a course(s) in the Department, divided by two (2) and rounded up to the nearest whole number. Seniority applies only to the course(s) taught in that Department or those courses of lower content.

## **16.6 Notification**

No reduction (assigned a load less than full load but not less than eight (8) equated hours) or layoff (assigned a load below eight (8) equated hours) will take place without prior consultation with the Faculty Council. An Employee will not be reduced by more than one-third (1/3) of his/her prior semester load, excluding overload, or laid off without sixty (60) calendar days prior written notice for second semester and ninety (90) calendar days prior written notice for fall semester.

## **16.7 Recall**

- 16.7.1** Employees, in the reverse order of reduction or layoff, will be offered any vacancy or opening for which they are highly qualified by experience and/or training in departments in which they have been assigned or have taught.
- 16.7.2** In the event of recall from layoff, the Employer will notify a laid-off Employee of recall by registered letter at his/her last known address.
- 16.7.3** It will be the responsibility of each Employee to notify the Employer of any change of address by registered letter. The Employee's address as it appears on the Employer's records will be conclusive when used in connection with layoffs, recall, or other notice to an Employee.
- 16.7.4** A laid off Employee will have fifteen (15) calendar days from the post office registration date of the letter to notify the Employer of his/her intent to return and must be able to return within thirty (30) calendar days of said notification.



**16.7.5** Upon his/her return, each Employee will be granted the same status regarding salary and fringe benefits that were his/hers at the time of layoff. Advanced training acquired during such release will apply toward placement on the salary schedule.

## **16.8 Recall for Less Than Full-Time Employees**

**16.8.1** In the event an Employee is assigned less than a full load, but not less than eight (8) equated hours, the Employee will at his/her written request be unassigned and placed on the recall list provided the request is made within five (5) calendar days of the end of late registration. An Employee who exercises this option may be required to meet his/her assignment for the next two (2) full instructional weeks following the date the written request is received. The recall period for an Employee who exercises this option is one (1) year from the first day of the semester during which the request is made.

**16.8.2** If an Employee who is on the recall list refuses a recall to a position which is not a reduction of his/her last semester's work assignment, and which commences at the beginning of an academic year, and the notice of recall is made at least thirty (30) days prior to the beginning of that academic year, and unless the inability to return is because of health reasons, that Employee will be removed from the recall list and will be considered to have voluntarily terminated his/her employment.

**16.8.3** The length of the recall period for non-probationary Employees, unless otherwise provided, will be the number of years of service as an Employee up to seven (7) years. It is understood that the layoff period for the purpose of recall will begin the first day of the first semester (exclusive of summer school or mini-semesters) following the notification of layoff. This provision applies to all Employees currently on layoff. All rights to recall are lost in the event the Employee is not recalled within the aforementioned period.

**16.8.4** The published schedule of classes will, for each Faculty not on layoff, include the Faculty's name and will reflect a load at least equal to the established minimum full-time load.

**16.8.5** The published schedule of classes will, for each Faculty notified of layoff, reflect a minimum full-time load or a load as great as

the prior semester's actual load, whichever is less. The load may be scheduled with a "staff" designation. It shall be the sole discretion of the College President to determine if any of these scheduled courses will be taught.

## **16.9 Insurance**

Laid-off Employees will be provided twelve (12) months hospital/medical insurance which will start after the expiration of the hospital/medical insurance provided to the Employee during his/her employment. The insurance shall be as available to the Employee prior to the layoff and according to Article 12, Employee Benefits. The benefit may be provided through the terms of the insurance coverage obtained for Employees or by the Employer, or through a combination of both. This paragraph is subject to the rules and regulations of the insurance carrier.

## **ARTICLE 17**

### **GRIEVANCE PROCEDURE**

- 17.1** A grievance is a claim by an Employee or the Faculty Council that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement by the Employer. A grievance may include a claim that College Policy conflicts with this Agreement. A grievance may be processed as provided in this Article.
- 17.2** The primary purpose of this procedure is to secure, as near to the initial step as possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings will be kept as confidential as may be appropriate at each level of the procedure. Nothing herein will be construed as limiting the right of any Employee with a problem to discuss the matter informally with the appropriate member of the administration.
- 17.3** The Faculty Council will establish a grievance committee and will process grievances of Employees in the following manner:

**17.3.1 Step One (Verbal)**

A grievance will be discussed with the appropriate administrator within fourteen (14) calendar days of the alleged violation with the objective of resolving the matter. If an issue is made known to the Faculty Council and the Employer outside of the fourteen (14) days and is deemed of reasonable merit, then the Faculty Council and College will assemble mutual gains dialogue to determine how to proceed in a manner to best reconcile the situation.

**17.3.2 Step Two (Written)**

In the event the matter is not resolved in Step One, the grievance may be submitted in writing on the official "Grievance Report Form," Appendix L, to that administrator in Step One within fourteen (14) calendar days following the verbal discussion in Step One.

- a. A written grievance may be presented by:
- i. An Employee accompanied by a Faculty Council representative.
  - ii. A Faculty Council representative if the Employee so requests.

- iii. A Faculty Council representative in the name of the Faculty Council.
- b. A written grievance must be specific. An Employee involved in a grievance must sign it. The grievance must contain a statement of the facts upon which the grievance is based and the remedy requested.
- c. Within fourteen (14) calendar days after receiving a written grievance, the administrator must present a decision, with supporting reasons, in writing and provide one copy to the Employee(s) and two copies to the Faculty Council Grievance Committee.
- d. In the event the President is the immediate supervisor, this Step Two shall not apply and the grievance shall be advanced from Step One to Step Three if the Faculty Council chooses to do so.

### **17.3.3 Step Three (President)**

- a. If the grievant is not satisfied with the decision in Step Two, or Step One in the case where the President is the immediate supervisor, the Faculty Council Grievance Committee will determine whether or not there is a legitimate grievance.
- b. Should the committee decide that no valid grievance exists, the Faculty Council processing of the grievance will be dismissed by written notice (copy to grievant and President), with the Faculty Council not being obligated to provide any assistance to the Employee, including legal and/or financial; however, the grievant may continue the grievance only through Step Three (President).
- c. If the grievance is not dismissed by the Faculty Council, the Grievance Report Form will be submitted to the President with a Statement of Intention attached within fourteen (14) calendar days of receipt of the written answer in Step Two, or Step One when the President is the immediate supervisor.
- d. The President will meet with the Faculty Council Grievance Committee within fourteen (14) calendar days of receiving the written grievance and attached statement.

The President will issue a written decision, with supporting reasons, within fourteen (14) calendar days of the meeting. One (1) copy of the decision shall be sent to the Employee(s) and two (2) copies to the Faculty Council.

#### **17.3.4 Step Four (Arbitration)**

- a. If the Faculty Council is not satisfied with the disposition of the grievance at Step Three or the Step Three time limits expire without a written response from the President, then only the Faculty Council may submit the grievance to final and binding arbitration under the rules of the American Arbitration Association which will act as administrator of the proceedings.
- b. If a Demand for Arbitration is not filed within thirty (30) calendar days of the date of disposition of the grievance at Step Three or the date the Step Three time limit expires without a written response, whichever date is later, then the grievance will be deemed withdrawn.
- c. Neither party will be permitted to assert any grounds or evidence at arbitration that was not previously disclosed to the other party.
- d. The arbitrator will have no power to alter, add to, or subtract from the terms of this Agreement. However, it is mutually agreed that the arbitrator is empowered to include in his/her award such financial reimbursements as he/she judges to be proper. Each party will bear the full costs for its side of the arbitration, and will pay one half (1/2) of the costs of the arbitrator.

#### **17.4 Rights to Representation**

When an Employee is not represented by the Faculty Council, the Faculty Council will have the right to be present and to state its views at all stages of the grievance process.

#### **17.5 Miscellaneous**

- 17.5.1** A grievance may be withdrawn at Steps One through Three without prejudice. A grievance withdrawn at Step Four, after the selection of the Arbitrator, shall be with prejudice.

- 17.5.2** No reprisals will be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- 17.5.3** All documents, communications, and records dealing with a grievance will be filed separately from the personnel files of the participants.
- 17.5.4** The number of days indicated at each step should be considered a maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after May 1, the time limits may be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as practical.

## **ARTICLE 18**

### **REPRISAL CLAUSE**

The parties hereby expressly agree that there shall be no reprisals, loss of pay, disciplinary action of any kind or nature whatsoever, or any penalties imposed upon the other, their members or Employer as a result of any acts or actions which occurred or took place during the bargaining process leading to this Agreement.

**ARTICLE 19**

**DURATION**

This Agreement will be effective as of JULY 1, 2018, and will continue in effect through JUNE 30, 2022. This Agreement will expire at the expiration date indicated unless it is extended for a specific period or periods by mutual written agreement of the parties.

**FACULTY COUNCIL:**

Matthew E. Dunckel, Faculty Council President, Matthew E. Dunckel  
Timothy M. Kuehnlein, Jr., Negotiator, Timothy M. Kuehnlein, Jr.  
Todd S. Artley, Negotiator, Todd S. Artley  
Matthew G. Bedard, Negotiator, Matthew G. Bedard  
Michael E. Kelley, Negotiator, Michael E. Kelley  
Anthony D. Pratt, Negotiator, Anthony D. Pratt  
Deborah K. Larson, UniServ Director, Deborah K. Larson

As ratified on March 23, 2018

**BOARD OF TRUSTEES:**

John E. Briggs, Chairman of the Board, John E. Briggs  
Donald C. MacMaster, President, Donald C. MacMaster  
Richard L. Sutherland, Negotiator, Richard L. Sutherland  
Carolyn A. Daoust, Negotiator, Carolyn A. Daoust  
Deborah A. Bayer, Negotiator, Deborah A. Bayer  
Karen J. Bennett, Attorney, Karen J. Bennett

As ratified on March 18, 2018



## APPENDIX AC – Academic Calendar

Sections meet 30 days per semester for total of 150 minutes over 15 weeks = total of 2250 minutes.  
 Calendar based 15 weeks with one week to account for holidays and one additional week for Start-Up = 17 total.

### ACADEMIC CALENDAR - FALL 2018

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>August</b>				
Start-up	20-24	Orientation/Advising/Registration	5 days	
1 <sup>st</sup> Week	27-31	Classes begin (August 27)		5 days
<b>September</b>				
2 <sup>nd</sup> Week	3-7	<b>Labor Day (September 3)</b>		4 days
3 <sup>rd</sup>	10-14			5 days
4 <sup>th</sup>	17-21			5 days
5 <sup>th</sup>	24-28			5 days
<b>October</b>				
6 <sup>th</sup> Week	1-5			5 days
7 <sup>th</sup>	8-12			5 days
8 <sup>th</sup>	15-19	Open House (October 19 – Inst. Day)		5 days
9 <sup>th</sup>	22-26			5 days
10 <sup>th</sup>	29-Nov 2	Orientation/Advising Day (October 31)	1 day	4 days
<b>November</b>				
11 <sup>th</sup> Week	5-9			5 days
12 <sup>th</sup>	12-16	<b>Fall Break (November 15)</b>		4 days
13 <sup>th</sup>	19-23	<b>Thanksgiving (November 22-23)</b>		3 days
14 <sup>th</sup>	26-30			5 days
<b>December</b>				
15 <sup>th</sup> Week	3-7			5 days
16 <sup>th</sup>	10-13	Final Instruction Week (blocks)		4 days
	17	(Grades due by Noon)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			6.5 days	74 days
				<b>30-15M/15W</b>
				<b>30-16T/14H</b>
				<b>14-F</b>
			<b>80.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

## ACADEMIC CALENDAR - FALL 2019

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>August</b>				
Start-up	19-23	Orientation/Advising/Registration	5 days	
1 <sup>st</sup> Week	26-30	Classes begin (August 26)		5 days
<b>September</b>				
2 <sup>nd</sup> Week	2-6	<b>Labor Day (September 2)</b>		4 days
3 <sup>rd</sup>	9-13			5 days
4 <sup>th</sup>	16-20			5 days
5 <sup>th</sup>	23-27			5 days
6 <sup>th</sup>	30-Oct 4			5 days
<b>October</b>				
7 <sup>th</sup> Week	7-11			5 days
8 <sup>th</sup>	14-18	Open House (October 18 – Inst. Day)		5 days
9 <sup>th</sup>	21-25			5 days
10 <sup>th</sup>	28-Nov 1	Orientation/Advising Day (October 30)	1 day	4 days
<b>November</b>				
11 <sup>th</sup> Week	4-8			5 days
12 <sup>th</sup>	11-15	<b>Fall Break (November 15)</b>		4 days
13 <sup>th</sup>	18-22			5 days
14 <sup>th</sup>	25-29	<b>Thanksgiving (November 28-29)</b>		3 days
<b>December</b>				
15 <sup>th</sup> Week	2-6			5 days
16 <sup>th</sup>	9-12	Final Instruction Week (blocks)		4 days
	16	(Grades due by Noon)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			6.5 days	74 days
				<b>30-15M/15W</b>
				<b>31-16T/15H</b>
				<b>13-F</b>
			<b>80.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

## ACADEMIC CALENDAR - FALL 2020

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>August</b>				
Start-up	24-28	Orientation/Advising/Registration	5 days	
1 <sup>st</sup> Week	31-Sept 4	Classes begin (August 31)		5 days
<b>September</b>				
2 <sup>nd</sup> Week	7-11	<b>Labor Day (September 7)</b>		4 days
3 <sup>rd</sup>	14-18			5 days
4 <sup>th</sup>	21-25			5 days
5 <sup>th</sup>	28-Oct 2			5 days
<b>October</b>				
6 <sup>th</sup> Week	5-9			5 days
7 <sup>th</sup>	12-16			5 days
8 <sup>th</sup>	19-23	Open House (October 23 – Inst. Day)		5 days
9 <sup>th</sup>	26-30			5 days
<b>November</b>				
10 <sup>th</sup> Week	2-6	Orientation/Advising Day (November 3)	1 day	4 days
11 <sup>th</sup>	9-13			5 days
12 <sup>th</sup>	16-20	<b>Fall Break (November 16)</b>		4 days
13 <sup>th</sup>	23-27	<b>Thanksgiving (November 26-27)</b>		3 days
14 <sup>th</sup>	30-Dec 4			5 days
<b>December</b>				
15 <sup>th</sup> Week	7-11			5 days
16 <sup>th</sup>	14-17	Final Instruction Week (blocks)		4 days
	21	(Grades due by Noon)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			6.5 days	74 days
				<b>30-14M/16W</b>
				<b>30-15T/15H</b>
				<b>14-F</b>
			<b>80.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

## ACADEMIC CALENDAR - FALL 2021

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>August</b>				
Start-up	23-27	Orientation/Advising/Registration	5 days	
1 <sup>st</sup> Week	30-Sept 3	Classes begin (August 30)		5 days
<b>September</b>				
2 <sup>nd</sup> Week	6-10	<b>Labor Day (September 6)</b>		4 days
3 <sup>rd</sup>	13-17			5 days
4 <sup>th</sup>	20-24			5 days
5 <sup>th</sup>	27-Oct 1			5 days
<b>October</b>				
6 <sup>th</sup> Week	4-8			5 days
7 <sup>th</sup>	11-15	Open House (October 15 – Inst. Day)		5 days
8 <sup>th</sup>	18-22			5 days
9 <sup>th</sup>	25-29			5 days
<b>November</b>				
10 <sup>th</sup> Week	1-5	Orientation/Advising Day (November 2)	1 day	4 days
11 <sup>th</sup>	8-12			5 days
12 <sup>th</sup>	15-19	<b>Fall Break (November 15)</b>		4 days
13 <sup>th</sup>	22-26	<b>Thanksgiving (November 25-26)</b>		3 days
14 <sup>th</sup>	29-Dec 3			5 days
<b>December</b>				
15 <sup>th</sup> Week	6-10			5 days
16 <sup>th</sup>	13-16	Final Instruction Week (blocks) (Grades due by Noon)		4 days
	20			0.5 day
			<b>non-instructional</b>	<b>instructional</b>
			6.5 days	74 days
				<b>30-14M/16W</b>
				<b>30-15T/15H</b>
				<b>14-F</b>
			<b>80.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

**ACADEMIC CALENDAR - FALL 2022**

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>August</b>				
Start-up	22-26	Orientation/Advising/Registration	5 days	
1 <sup>st</sup> Week	29-Sept 2	Classes begin (August 29)		5 days
<b>September</b>				
2 <sup>nd</sup> Week	5-9	<b>Labor Day (September 5)</b>		4 days
3 <sup>rd</sup>	12-16			5 days
4 <sup>th</sup>	19-23			5 days
5 <sup>th</sup>	26-30			5 days
<b>October</b>				
6 <sup>th</sup> Week	3-7			5 days
7 <sup>th</sup>	10-14			5 days
8 <sup>th</sup>	17-21	Open House (October 21 – Inst. Day)		5 days
9 <sup>th</sup>	24-28			5 days
10 <sup>th</sup>	31-Nov 4	Orientation/Advising Day (November 2)	1 day	4 days
<b>November</b>				
11 <sup>th</sup> Week	7-11			5 days
12 <sup>th</sup>	14-18	<b>Fall Break (November 15)</b>		4 days
13 <sup>th</sup>	21-25	<b>Thanksgiving (November 24-25)</b>		3 days
14 <sup>th</sup>	28-Dec 2			5 days
<b>December</b>				
15 <sup>th</sup> Week	5-9			5 days
16 <sup>th</sup>	12-15	Final Instruction Week (blocks)		4 days
	19	(Grades due by Noon)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			6.5 days	74 days
				<b>30-15M/15W</b>
				<b>30-15T/15H</b>
				<b>14-F</b>
			<b>80.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

## ACADEMIC CALENDAR - SPRING 2019

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>January</b>				
Start-up	7-11	Orientation/Advising/Registration	5 days	
1 <sup>st</sup> Week	14-18	Classes begin (January 14)		5 days
2 <sup>nd</sup>	21-25			5 days
3 <sup>rd</sup>	28-Feb 1			5 days
<b>February</b>				
4 <sup>th</sup> Week	4-8			5 days
5 <sup>th</sup>	11-15			5 days
6 <sup>th</sup>	18-22			5 days
7 <sup>th</sup>	25-March 1			5 days
<b>March</b>				
8 <sup>th</sup> Week	4-8			5 days
	11-15	<b>Spring Break (March 11-15)</b>		
9 <sup>th</sup>	18-22			5 days
10 <sup>th</sup>	25-29	Orientation/Advising Day (March 27) or based on regional K-12 schedule determined in previous August	1 day	4 days
<b>April</b>				
11 <sup>th</sup> Week	1-5			5 days
12 <sup>th</sup>	8-12			5 days
13 <sup>th</sup>	15-19	<b>Easter Break (April 19)</b>		4 days
14 <sup>th</sup>	22-26	<b>Easter Break (April 22-23)</b>		3 days
15 <sup>th</sup>	29-May 3			5 days
<b>May</b>				
16 <sup>th</sup> Week	6-9	Final Instruction Week (blocks)/ Graduation (May 9)	1 day	3 days
	13	(Grades due by Noon)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			7.5 days	74 days
				<b>30-15M/15W</b>
				<b>30-15T/15H</b>
				<b>14-F</b>
			<b>81.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

## ACADEMIC CALENDAR - SPRING 2020

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>January</b>				
Start-up	6-10	Orientation/Advising/Registration	5 days	
1 <sup>st</sup> Week	13-17	Classes begin (January 13)		5 days
2 <sup>nd</sup>	20-24			5 days
3 <sup>rd</sup>	27-31			5 days
<b>February</b>				
4 <sup>th</sup> Week	3-7			5 days
5 <sup>th</sup>	10-14			5 days
6 <sup>th</sup>	17-21			5 days
7 <sup>th</sup>	24-28			5 days
<b>March</b>				
8 <sup>th</sup> Week	2-6			5 days
	9-13	<b>Spring Break (March 9-13)</b>		
9 <sup>th</sup>	16-20			5 days
10 <sup>th</sup>	23-27	Orientation/Advising Day (March 25) or based on regional K-12 schedule determined in previous August	1 day	4 days
11 <sup>th</sup>	30-April 3			5 days
<b>April</b>				
12 <sup>th</sup> Week	6-10	<b>Easter Break (April 10)</b>		4 days
13 <sup>th</sup>	13-17	<b>Easter Break (April 13-14)</b>		3 days
14 <sup>th</sup>	20-24			5 days
15 <sup>th</sup>	27-May 1			5 days
<b>May</b>				
16 <sup>th</sup> Week	4-7	Final Instruction Week (blocks)/ Graduation (May 7)	1 day	3 days
	11	(Grades due by Noon)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			7.5 days	74 days
				<b>30-15M/15W</b>
				<b>30-15T/15H</b>
				<b>14-F</b>
			<b>81.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

## ACADEMIC CALENDAR - SPRING 2021

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>January</b>				
Start-up	4-8	Orientation/Advising/Registration	5 days	
1 <sup>st</sup> Week	11-15	Classes begin (January 11)		5 days
2 <sup>nd</sup>	18-22			5 days
3 <sup>rd</sup>	25-29			5 days
<b>February</b>				
4 <sup>th</sup> Week	1-5			5 days
5 <sup>th</sup>	8-12			5 days
6 <sup>th</sup>	15-19			5 days
7 <sup>th</sup>	22-26			5 days
<b>March</b>				
8 <sup>th</sup> Week	1-5			5 days
	8-12	<b>Spring Break (March 8-12)</b>		
9 <sup>th</sup>	15-19			5 days
10 <sup>th</sup>	22-26	Orientation/Advising Day (March 24) or based on regional K-12 schedule determined in previous August	1 day	4 days
11 <sup>th</sup>	29-April 2	<b>Easter Break (April 2)</b>		4 days
<b>April</b>				
12 <sup>th</sup> Week	5-9	<b>Easter Break (April 5-6)</b>		3 days
13 <sup>th</sup>	12-16			5 days
14 <sup>th</sup>	19-23			5 days
15 <sup>th</sup>	26-30			5 days
<b>May</b>				
16 <sup>th</sup> Week	3-6	Final Instruction Week (blocks)/ Graduation (May 6)	1 day	3 days
	10	(Grades due by Noon)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			7.5 days	74 days
				<b>30-15M/15W</b>
				<b>30-15T/15H</b>
				<b>14-F</b>
			<b>81.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	



## ACADEMIC CALENDAR - SPRING 2022

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>January</b>				
Start-up	10-14	Orientation/Advising/Registration	5 days	
1 <sup>st</sup> Week	17-21	Classes begin (January 17)		5 days
2 <sup>nd</sup>	24-28			5 days
3 <sup>rd</sup>	31-Feb 4			5 days
<b>February</b>				
4 <sup>th</sup> Week	7-11			5 days
5 <sup>th</sup>	14-18			5 days
6 <sup>th</sup>	21-25			5 days
7 <sup>th</sup>	28-March 4			5 days
<b>March</b>				
8 <sup>th</sup> Week	7-11			5 days
	14-18	<b>Spring Break (March 14-18)</b>		
9 <sup>th</sup>	21-25			5 days
10 <sup>th</sup>	28-April 1	Orientation/Advising Day (March 30) or based on regional K-12 schedules determined in previous August	1 day	4 days
<b>April</b>				
11 <sup>th</sup> Week	4-8			5 days
12 <sup>th</sup>	11-15	<b>Easter Break (April 15)</b>		4 days
13 <sup>th</sup>	18-22	<b>Easter Break (April 18-19)</b>		3 days
14 <sup>th</sup>	25-29			5 days
<b>May</b>				
15 <sup>th</sup> Week	2-6			5 days
16 <sup>th</sup>	9-12	Final Instruction Week (blocks)/ Graduation (May 12)	1 day	3 days
	16	(Grades due by Noon)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			7.5 days	74 days
				<b>30-15M/15W</b>
				<b>30-15/15TH</b>
				<b>14-F</b>
			<b>81.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

**ACADEMIC CALENDAR - SUMMER 2018**

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>May</b>				
1 <sup>st</sup> Week	21-25	1 <sup>st</sup> 6/12 week classes begin (May 21)		5 days
2 <sup>nd</sup>	28-June 1	<b>Memorial Day (May 28)</b>		4 days
<b>June</b>				
3 <sup>rd</sup> Week	4-8			5 days
4 <sup>th</sup>	11-15	Advising/Registration (June 12-13)		5 days
5 <sup>th</sup>	18-22			5 days
6 <sup>th</sup>	25-29			5 days
<b>July</b>				
7 <sup>th</sup> Week	2-6	2 <sup>nd</sup> 6 week classes begin (July 2) <b>4<sup>th</sup> of July</b> 1 <sup>st</sup> 6 week grades due (Noon July 2)		4 days
8 <sup>th</sup>	9-13	Advising/Registration (July 11-12)		5 days
9 <sup>th</sup>	16-20			5 days
10 <sup>th</sup>	23-27			5 days
11 <sup>th</sup>	30-August 3			5 days
<b>August</b>				
12 <sup>th</sup> Week	6-10			5 days
	13	2 <sup>nd</sup> 6/12 week grades due (Noon August 13)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			0.5 days	58 days
				<b>11-M</b>
				<b>12-T</b>
				<b>11-W</b>
				<b>12-H</b>
				<b>12-F</b>
			<b>58.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

**ACADEMIC CALENDAR - SUMMER 2019**

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>May</b>				
1 <sup>st</sup> Week	20-24	1 <sup>st</sup> 6/12 week classes begin (May 20)		5 days
2 <sup>nd</sup>	27-31	<b>Memorial Day (May 27)</b>		4 days
<b>June</b>				
3 <sup>rd</sup> Week	3-7			5 days
4 <sup>th</sup>	10-14	Advising/Registration (June 11-12)		5 days
5 <sup>th</sup>	17-21			5 days
6 <sup>th</sup>	24-28			5 days
<b>July</b>				
7 <sup>th</sup> Week	1-5	2 <sup>nd</sup> 6 week classes begin (July 1) <b>4<sup>th</sup> of July</b> 1 <sup>st</sup> 6 week grades due (Noon July 1)		4 days
8 <sup>th</sup>	8-12	Advising/Registration (July 10-11)		5 days
9 <sup>th</sup>	15-19			5 days
10 <sup>th</sup>	22-26			5 days
11 <sup>th</sup>	29-August 2			5 days
<b>August</b>				
12 <sup>th</sup> Week	5-9			5 days
	12	2 <sup>nd</sup> 6/12 week grades due (Noon August 12)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			0.5 days	58 days
				<b>11-M</b>
				<b>12-T</b>
				<b>12-W</b>
				<b>11-H</b>
				<b>12-F</b>
			<b>58.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

**ACADEMIC CALENDAR - SUMMER 2020**

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>May</b>				
1 <sup>st</sup> Week	18-22	1 <sup>st</sup> 6/12 week classes begin (May 18)		5 days
2 <sup>nd</sup>	25-29	<b>Memorial Day (May 25)</b>		4 days
<b>June</b>				
3 <sup>rd</sup> Week	1-5			5 days
4 <sup>th</sup>	8-12	Advising/Registration (June 9-10)		5 days
5 <sup>th</sup>	15-19			5 days
6 <sup>th</sup>	22-26			5 days
7 <sup>th</sup>	29-July 3	2 <sup>nd</sup> 6 week classes begin (June 29) 1 <sup>st</sup> 6 week grades due (Noon June 29) <b>4<sup>th</sup> of July (College Closed - July 3)</b>		4 days
<b>July</b>				
8 <sup>th</sup> Week	6-10	Advising/Registration (July 8-9)		5 days
9 <sup>th</sup>	13-17			5 days
10 <sup>th</sup>	20-24			5 days
11 <sup>th</sup>	27-31			5 days
<b>August</b>				
12 <sup>th</sup> Week	3-7			5 days
	10	2 <sup>nd</sup> 6/12 week grades due (Noon August 10)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			0.5 days	58 days
				<b>11-M</b>
				<b>12-T</b>
				<b>12-W</b>
				<b>12-H</b>
				<b>11-F</b>
			<b>58.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

**ACADEMIC CALENDAR - SUMMER 2021**

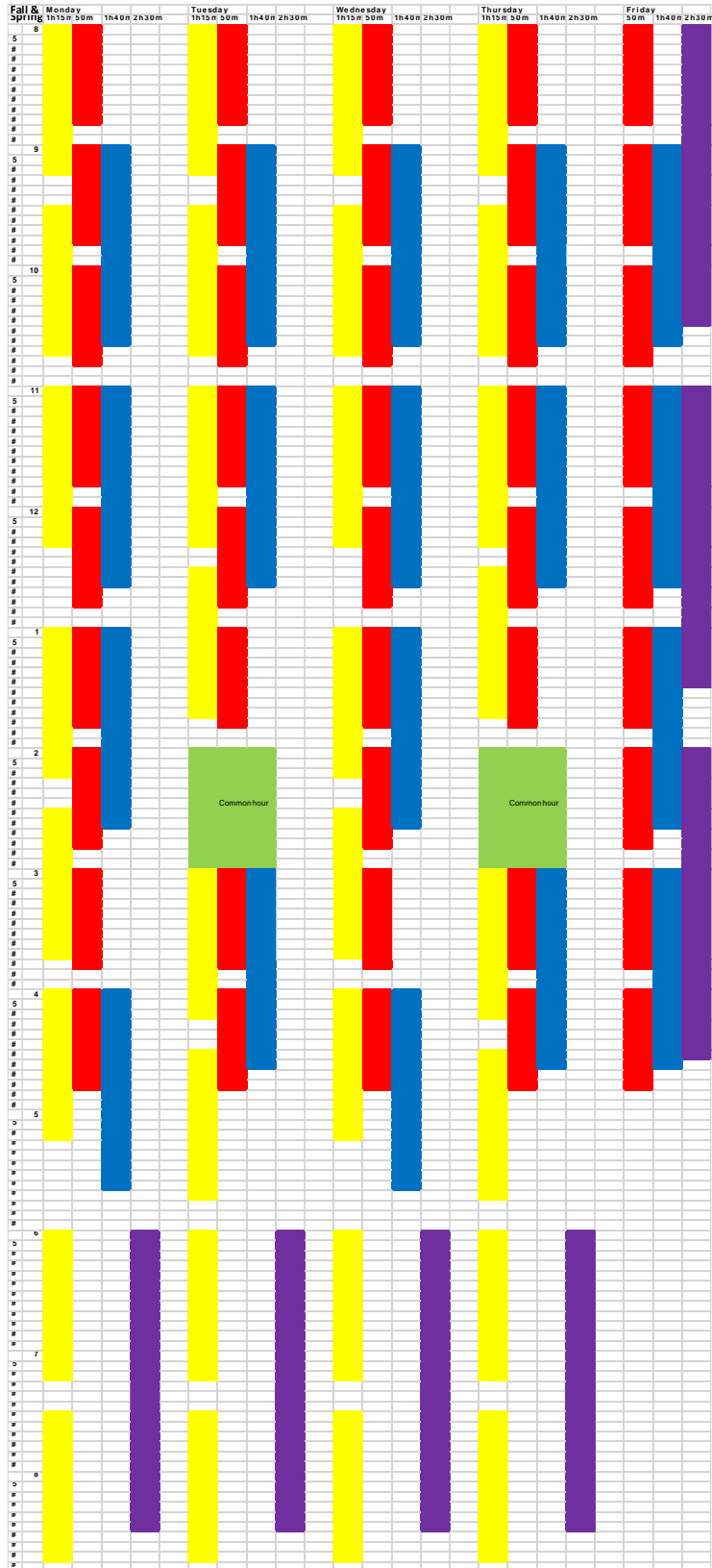
<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>May</b>				
1 <sup>st</sup> Week	17-21	1 <sup>st</sup> 6/12 week classes begin (May 17)		5 days
2 <sup>nd</sup>	24-28			5 days
3 <sup>rd</sup>	31-June 4	<b>Memorial Day (May 31)</b>		4 days
<b>June</b>				
4 <sup>th</sup> Week	7-11	Advising/Registration (June 8-9)		5 days
5 <sup>th</sup>	14-18			5 days
6 <sup>th</sup>	21-25			5 days
7 <sup>th</sup>	28-July 2	2 <sup>nd</sup> 6 week classes begin (June 28) 1 <sup>st</sup> 6 week grades due (Noon June 28)		5 days
<b>July</b>				
8 <sup>th</sup> Week	5-9	<b>4<sup>th</sup> of July (College Closed - July 5)</b> Advising/Registration (July 7-8)		4 days
9 <sup>th</sup>	12-16			5 days
10 <sup>th</sup>	19-23			5 days
11 <sup>th</sup>	26-30			5 days
<b>August</b>				
12 <sup>th</sup> Week	2-6			5 days
	9	2 <sup>nd</sup> 6/12 week grades due (Noon August 9)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			0.5 days	58 days
				<b>10-M</b>
				<b>12-T</b>
				<b>12-W</b>
				<b>12-H</b>
				<b>12-F</b>
			<b>58.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

**ACADEMIC CALENDAR - SUMMER 2022**

<u>Month/Week</u>	<u>Day</u>	<u>Event</u>	<u>Non-Instructional</u>	<u>Instructional</u>
<b>May</b>				
1 <sup>st</sup> Week	23-27	1 <sup>st</sup> 6/12 week classes begin (May 23)		5 days
2 <sup>nd</sup>	30-June 3	<b>Memorial Day (May 30)</b>		4 days
<b>June</b>				
3 <sup>rd</sup> Week	6-10			5 days
4 <sup>th</sup>	13-17	Advising/Registration (June 14-15)		5 days
5 <sup>th</sup>	20-24			5 days
6 <sup>th</sup>	27-July 1			5 days
<b>July</b>				
7 <sup>th</sup> Week	4-8	<b>4<sup>th</sup> of July</b> 2 <sup>nd</sup> 6 week classes begin (July 5) 1 <sup>st</sup> 6 week grades due (Noon July 5)		4 days
8 <sup>th</sup>	11-15	Advising/Registration (July 13-14)		5 days
9 <sup>th</sup>	18-22			5 days
10 <sup>th</sup>	25-29			5 days
<b>August</b>				
11 <sup>th</sup> Week	1-5			5 days
12 <sup>th</sup>	8-12			5 days
	15	2 <sup>nd</sup> 6/12 week grades due (Noon August 15)	0.5 day	
			<b>non-instructional</b>	<b>instructional</b>
			0.5 days	58 days
				<b>10-M</b>
				<b>12-T</b>
				<b>12-W</b>
				<b>12-H</b>
				<b>12-F</b>
			<b>58.5</b>	
			<b>TOTAL</b>	
			<b>WORKDAYS</b>	

# APPENDIX SM - Schedule Matrix (Fall & Spring, 6-12 Week Summer)

Fall & Spring  
Matrix  
(See separate  
Excel file for  
larger view)







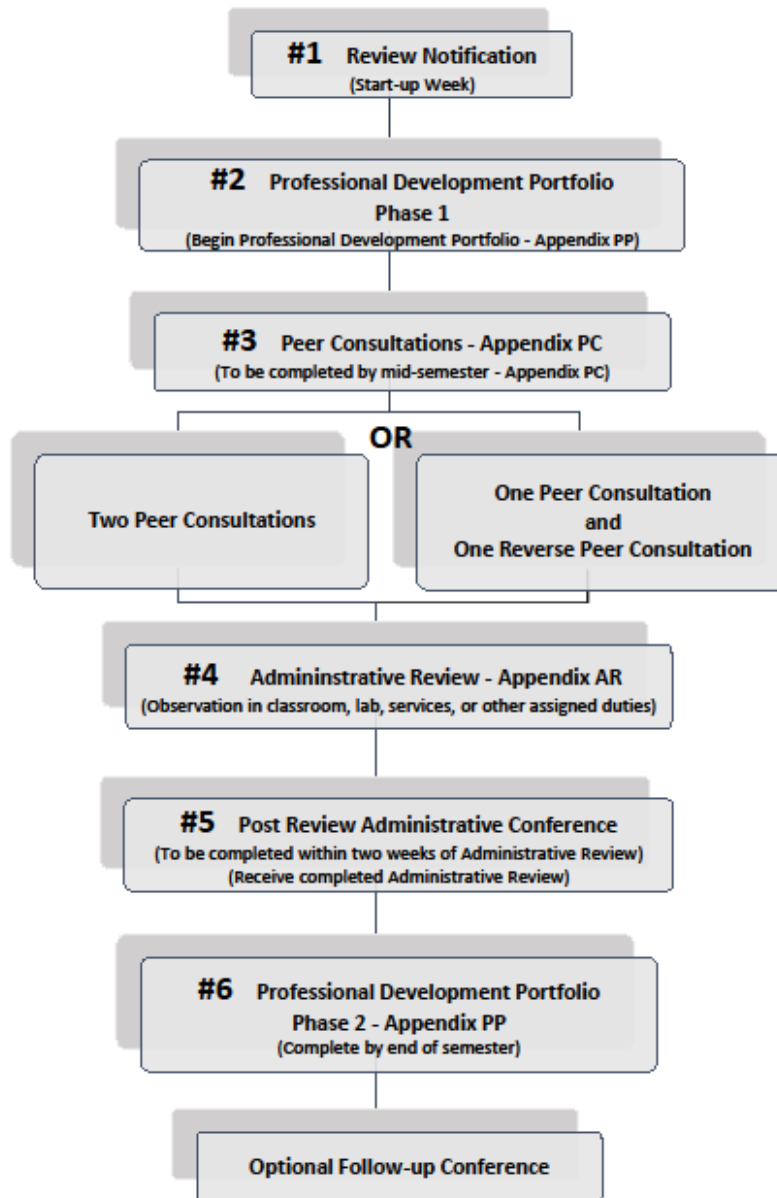
Summer  
12-Week  
Matrix  
(See  
separate  
Excel file  
for larger  
view)

Summer 12 w	Monday	Tuesday	Wednesday	Thursday	Friday							
	4 co 2 day/lab day	4 co 4day/3cr3 day	3co2day	4 co 2 day/lab day	4 co 4day/3cr3 day	3co2day	4 co 2 day/lab day	4 co 4day/3cr3 day	3co2day	4 co 2 day/lab day	4 co 4day/3cr3 day	3co2day
8	12.5mperday	6.3mperday	9.4mperday	12.5mperday	6.3mperday	9.4mperday	12.5mperday	6.3mperday	9.4mperday	12.5mperday	6.3mperday	9.4mperday
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**APPENDIX SB - Schedule Builder (Timeline)**

<b>Description of Work to be Done</b>	<b>Summer &amp; Fall</b>	<b>Spring</b>
VP office and Registrar – define calendar dates for terms. (start/end dates for terms, holidays, staff development, etc.) Calendar submitted to Facilities office for Campus Cal build.	<b>October 1</b>	<b>March 1</b>
Schedule Building is made available for revisions. MIS reviews/updates user access rights to Schedule Builder.	<b>Nov. 1</b>	<b>April 1</b>
Updating of schedule by Department Chairs/Director via “Schedule Builder”.	<b>Nov 1 – January 15</b>	<b>April 1 – July 15</b>
V.P.’s office notifies MIS to freeze the schedule in Schedule Builder and prepare to move it to Datatel	<b>January 15</b>	<b>July 15</b>
MIS completes upload to Datatel, verifies data in SQL database, and then uploads to R-25.	<b>January 25</b>	<b>August 1</b>
V.P.’s office reviews schedule for appropriate number of sections and offerings	<b>Jan 25- Feb 15</b>	<b>Aug 1 – Sept 15</b>
Facilities Mgmt. works on the resolution of room conflicts with the department chairs and the V.P.’s office input.	<b>February 15-18</b>	<b>September 15-18</b>
Schedule now available via Datatel and all revisions must be submitted on course authorization form. Students are notified that they can view the schedule	<b>February 18 through Registration</b>	<b>September 18 through Registration</b>
MIS provides Public Information with schedule information so it can be formatted to a pdf for availability on the web site.	<b>March 1</b>	<b>October 1</b>
Publish the schedule	<b>March 13</b>	<b>October 13</b>
Registration Opens	<b>Last Week in March</b>	<b>Last Week in October</b>

## APPENDIX PP - Professional Development Portfolio



## **Description of Process**

A Professional Development Portfolio shall be completed in two phases by the Employee under review following the Peer Consultations and Administrative Review/Consultation. The second phase shall be completed following the reviews and prior to the end of the semester in which the review process is scheduled.

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**Phase 1** - In advance of the scheduled reviews, the Employee shall provide a collection of materials demonstrating continued development and proficiency in professional pursuits. Materials recommended for use may include among other things as deemed appropriate by the Employee samples/evidence of:

- a. syllabi and instructional materials, including modes of delivery
  - b. student assessment and evaluation materials, including examples of student assignments
  - c. reflections on student opinion surveys conducted on semester basis
  - d. curriculum development
  - e. shared governance - professional engagement
  - f. professional development activities
  - g. innovative techniques and learning experiences
- 

**Phase 2** - Upon completion of the Peer Consultations and Administrative Review/Conference processes, using feedback from *the peer consultations, administrative review/conference, student opinion surveys since the last review process*, the Employee will complete their Professional Development Portfolio by *providing a self-assessment relative to duties* highlighting a thorough consideration of strengths and areas for growth by completing the second half of Appendix PP, Professional Portfolio.

At the end of the review process, completed and signed copies of Appendix PC - Peer Consultations, Appendix AR – Administrative Review and Appendix PP – Professional Portfolio shall all be submitted to the Department Chairperson and the Chief Academic Officer by the end of the semester in which the review process is scheduled.

A Professional Development Portfolio inclusive of these completed Appendixes shall be filed in the Employee's personnel file and will be disclosed to third parties only as permitted or required by law unless the affected Employee chooses to disclose the results to others.

The Chief Academic Officer may exercise the option of conducting a follow-up conference after receipt of the final Professional Development Portfolio. Faculty Council representatives may be present at this meeting if the Employee chooses.

## PROFESSIONAL PORTFOLIO FORM - PHASE 2 (PG. 1 OF 2)

Develop  
 Satisfactory  
 Strength

**Directions:**

The Employee completes the form after Peer Consultations and Administrative Review/Conference. A copy is submitted to the Department Chair and Chief Academic Officer along with two (2) Peer Consultations (Appendix PC).

A.	Instruction/Advising (e.g., experiences in classroom, advising, etc.)			
1.	Creates a climate conducive to learning			
2.	Communicates effectively with students: is appropriate, provides clear explanations, informs students of progress in a timely manner			
3.	Meets classes as scheduled, including beginning and ending class on time or maintains hours of service as scheduled within the department			
4.	Schedules and maintains posted office or scheduled service hours to advise students on an individual basis and to respond to students' needs			
5.	Teaches courses or provides services consistent with college catalog/curriculum			
6.	Uses effective methods of presentation			

**Comments:**  
 \_\_\_\_\_  
 \_\_\_\_\_

B.	Assessment of Student Learning (e.g., grading rubrics, examples of student portfolios)			
1.	Provides evidence of integration of student outcomes and appropriate assessment measures employing multiple measures			
2.	Evaluates students to measure progress towards mastery of educational outcomes			

**Comments:**  
 \_\_\_\_\_  
 \_\_\_\_\_

C.	Maintenance of Curriculum (e.g., accomplishments in curriculum development, review/revisions, etc.)			
1.	Develops course syllabi, when applicable, which meets appropriate college/discipline standards and requirements			
2.	Course objectives, core competencies and course outline are consistent			

**Comments:**  
 \_\_\_\_\_  
 \_\_\_\_\_

D.	Shared Governance (e.g., committees, departmental participation, student advisor, etc..)			
1.	Displays behavior consistent with professional ethics			
2.	Participates in departmental, campus and college activities			
3.	Works cooperatively with colleagues and staff			
4.	Identifies and deals constructively with areas in which improvement is needed			
5.	Works collaboratively with other department members to assume equitable share of department responsibilities			
6.	Accepts and fulfills primary responsibilities and duties as part of contractual duties			

**Comments:**  
 \_\_\_\_\_  
 \_\_\_\_\_

E.	Professional Development (e.g., professional memberships, conferences/presentations/publications, etc.)			
1.	Demonstrates discipline specific skills and knowledge			
2.	Utilizes appropriate materials that assist students in meeting educational outcomes			
3.	Pursues opportunities for professional growth and development			
5.	Maintains appropriate appearance			

**Comments:**  
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**PROFESSIONAL PORTFOLIO FORM - PHASE 2 (PG. 2 OF 2)**

Summary/Insights from Peer/Administrative Reviews

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Summary/Insights from Student Opinion Surveys (as collected since last review)

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Comments of Overall Professional Engagements and Development Achievements

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Self-Recommended Professional Development Plans

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Signature (Employee) Date

## APPENDIX PC - Peer Consultations - PEER CONSULTATION FORM (Pg. 1 of 2)

**Directions:**

In advance of the scheduled review, the Employee shall provide to the Peer Consultant a copy of the appropriate peer consultation forms along with samples specified in the Professional Development Portfolio, Appendix PP. The Peer Consultant completes the form after review and consults with the Employee within 2 weeks. Signed copy goes to the Employee within two (2) weeks.

Develop  
 Satisfactory  
 Strength

A.	<b>Instruction/Advising (e.g., experiences in classroom, advising, etc.)</b>			
1.	Creates a climate conducive to learning			
2.	Communicates effectively with students: is appropriate, provides clear explanations, informs students of progress in a timely manner			
3.	Meets classes as scheduled, including beginning and ending class on time or maintains hours of service as scheduled within the department			
4.	Schedules and maintains posted office or scheduled service hours to advise students on an individual basis and to respond to students' needs			
5.	Teaches courses or provides services consistent with college catalog/curriculum			
6.	Uses effective methods of presentation			

**Comments:**

B.	<b>Assessment of Student Learning (e.g., grading rubrics, examples of student portfolios)</b>			
1.	Provides evidence of integration of student outcomes and appropriate assessment measures employing multiple measures			
2.	Evaluates students to measure progress towards mastery of educational outcomes			

**Comments:**

C.	<b>Maintenance of Curriculum (e.g., accomplishments in curriculum development, review/revisions, etc.)</b>			
1.	Develops course syllabi, when applicable, which meets appropriate college/discipline standards and requirements			
2.	Course objectives, core competencies and course outline are consistent			

**Comments:**

D.	<b>Shared Governance (e.g., committees, departmental participation, student advisor, etc..)</b>			
1.	Displays behavior consistent with professional ethics			
2.	Participates in departmental, campus and college activities			
3.	Works cooperatively with colleagues and staff			
4.	Identifies and deals constructively with areas in which improvement is needed			
5.	Works collaboratively with other department members to assume equitable share of department responsibilities			
6.	Accepts and fulfills primary responsibilities and duties as part of contractual duties			

**Comments:**

E.	<b>Professional Development (e.g., professional memberships, conferences/presentations/publications, etc.)</b>			
1.	Demonstrates discipline specific skills and knowledge			
2.	Utilizes appropriate materials that assist students in meeting educational outcomes			
3.	Pursues opportunities for professional growth and development			
5.	Maintains appropriate appearance			

**Comments:**

**PEER CONSULTATION FORM (Pg. 2 of 2)**

Summary Observations of Reviewer/Evaluator

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Recommended Professional Development Activities

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Signature (Peer Consultant)

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Date

Response by Employee

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Signature (Employee)

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Date

**A copy of this form should be retained by both the Employee and the Peer Consultant upon completion of the consultation. A copy will be included by the Employee in the final Professional Development Portfolio submission to the Chief Academic Officer and Department Chairperson.**



**REVERSE PEER CONSULTATION FORM – OPTIONAL (Pg. 1 of 2)**

Directions: As part of a scheduled consultation, the Employee observes the Peer Mentor in professional engagement activities and then completes the following form within 2 weeks.

**Based on the following areas, what insights have you as the Employee under review gained for professional development by observing/consulting with your Peer Mentor?**

A. Teaching

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B. Assessment of Student Learning

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C. Maintenance of Curriculum

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D. Shared Governance

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E. Professional Development

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**REVERSE PEER CONSULTATION FORM – OPTIONAL (Pg. 2 of 2)**

General Summary Observations

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Recommended Professional Development Activities as a Result of Observations/Mentoring

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Signature (Employee)                      Date

Comments by Peer Mentor

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Signature (Peer Mentor)                      Date

**A copy of this form should be retained by both the Employee and the Peer Mentor upon completion of the consultation. A copy will be included by the Employee in the final Professional Development Portfolio submission to the Chief Academic Officer and Department Chairperson.**

**APPENDIX AR - Administrative Review/Conference - ADMINISTRATIVE REVIEW FORM (Pg. 1 of 2)**

**Directions:**

In advance of the scheduled review, the Employee shall provide to the Chief Academic Officer a copy of the appropriate samples specified in the Professional Development Portfolio, Appendix PP. The Chief Academic Officer completes this form upon review of the Employee and engages a conference with the Employee within 2 weeks. A signed copy is provided to the Employee.

Develop  
 Satisfactory  
 Strength

<b>A.</b>	<b>Instruction/Advising (e.g., experiences in classroom, advising, etc.)</b>			
1.	Creates a climate conducive to learning			
2.	Communicates effectively with students: is appropriate, provides clear explanations, informs students of progress in a timely manner			
3.	Meets classes as scheduled, including beginning and ending class on time or maintains hours of service as scheduled within the department			
4.	Schedules and maintains posted office or scheduled service hours to advise students on an individual basis and to respond to students' needs			
5.	Teaches courses or provides services consistent with college catalog/curriculum			
6.	Uses effective methods of presentation			

**Comments:**

<b>B.</b>	<b>Assessment of Student Learning (e.g., grading rubrics, examples of student portfolios)</b>			
1.	Provides evidence of integration of student outcomes and appropriate assessment measures employing multiple measures			
2.	Evaluates students to measure progress towards mastery of educational outcomes			

**Comments:**

<b>C.</b>	<b>Maintenance of Curriculum (e.g., accomplishments in curriculum development, review/revisions, etc.)</b>			
1.	Develops course syllabi, when applicable, which meets appropriate college/discipline standards and requirements			
2.	Course objectives, core competencies and course outline are consistent			

**Comments:**

<b>D.</b>	<b>Shared Governance (e.g., committees, departmental participation, student advisor, etc.)</b>			
1.	Displays behavior consistent with professional ethics			
2.	Participates in departmental, campus and college activities			
3.	Works cooperatively with colleagues and staff			
4.	Identifies and deals constructively with areas in which improvement is needed			
5.	Works collaboratively with other department members to assume equitable share of department responsibilities			
6.	Accepts and fulfills primary responsibilities and duties as part of contractual duties			

**Comments:**

<b>E.</b>	<b>Professional Development (e.g., professional memberships, conferences/presentations/publications, etc.)</b>			
1.	Demonstrates discipline specific skills and knowledge			
2.	Utilizes appropriate materials that assist students in meeting educational outcomes			
3.	Pursues opportunities for professional growth and development			
5.	Maintains appropriate appearance			

**Comments:**

**ADMINISTRATIVE REVIEW FORM (Pg. 2 of 2)**

Summary Observations of Chief Academic Officer

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Recommended Professional Development Activities

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Signature (Chief Academic Officer)      Date

Response by Employee

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Signature (Employee)                              Date

**A copy of this report is given to the Employee for reflection in their Professional Development Portfolio and another filed in the personnel file of the Employee along with the final Professional Development Portfolio materials when completed.**

## **ADMINISTRATIVE REVIEW OF STUDENT OPINION - GUIDELINES**

### **Evaluator Guidelines:**

1. Divide the class into groups (recommended 5 students per group when possible).
2. Have each group select a leader who will record the responses of the group.
3. Read the student guidelines to the class and explain to each group the need for achieving consensus before recording responses.
4. Allow the students to answer the following three questions (if students appear uncomfortable, leave the room while they conduct their discussion):
  - a. What do you like most about this course?
  - b. What suggestions do you have for improving this course?
5. Once the students have assembled their list of responses, have all groups report and explain their findings.
6. Listen, ask any clarification questions and make a master list of data for each question.
7. Type the outcome and provide a copy of it along with a verbal explanation to the instructor of the course.

### **Student Guidelines:**

1. Respond as carefully and with complete detail to each of the two questions.
  - a. What do you like most about this course?
  - b. What suggestions do you have for improving this course?
2. Before recording a response to any question, make sure that every member of your group agrees with what is being communicated.



**APPENDIX SS – Salary Schedules**

**SALARY SCHEDULE**

**2018-2019 (2%)**

<b>Step</b>	<b>BA/BS</b>	<b>BA/BS +15</b>	<b>BA/BS +30</b>	<b>MA/MS</b>	<b>MA/MS +15</b>	<b>MA/MS +30</b>	<b>MA/MS +45</b>	<b>Doctorate</b>	<b>Step</b>
<b>1</b>	43,931	45,248	46,566	48,326	49,641	50,966	52,282	55,793	<b>1</b>
<b>2</b>	46,798	48,143	49,483	51,499	52,845	54,352	55,756	59,336	<b>2</b>
<b>3</b>	48,813	50,157	51,499	53,739	55,082	56,873	58,215	61,802	<b>3</b>
<b>4</b>	51,056	52,396	53,739	56,199	57,543	59,336	60,904	64,485	<b>4</b>
<b>5</b>	53,295	54,636	55,979	58,665	60,009	62,021	63,596	67,175	<b>5</b>
<b>6</b>	55,531	56,873	58,665	61,348	62,693	64,709	66,276	69,861	<b>6</b>
<b>7</b>	57,770	59,113	61,348	64,039	65,383	67,398	68,967	72,546	<b>7</b>
<b>8</b>	60,457	61,802	64,039	66,722	68,069	70,083	71,874	75,459	<b>8</b>
<b>9</b>		64,485	66,722	69,412	70,753	72,994	74,787	78,366	<b>9</b>
<b>10</b>		67,175	69,412	72,097	73,667	75,902	77,697	81,284	<b>10</b>
<b>11</b>		69,861	72,097	75,010	76,580	78,819	80,609	84,195	<b>11</b>
<b>12</b>			77,009	79,950	81,535	83,797	85,611	89,461	<b>12</b>

**Technical Track Salary Schedule**

<b>Step</b>	<b>Grant Technicians</b>		<b>Non-Degree</b>	<b>Degree with RN or Associate</b>	<b>BA/BS</b>	<b>BA/BS +15</b>	<b>BA/BS +30</b>	<b>BA/BS +45</b>	<b>Step</b>
	<b>Non-Degree</b>	<b>Degree</b>							
<b>1</b>	24,281	33,339	43,558	44,007	43,931	45,248	46,566	48,326	<b>1</b>
<b>2</b>	26,351	35,582	45,539	45,967	46,798	48,143	49,483	51,499	<b>2</b>
<b>3</b>	27,951	37,182	47,499	47,917	48,813	50,157	51,499	53,739	<b>3</b>
<b>4</b>	29,548	38,782	49,673	50,101	51,056	52,396	53,739	56,199	<b>4</b>
<b>5</b>	31,149	40,386	51,836	52,265	53,295	54,636	55,979	58,665	<b>5</b>
<b>6</b>	32,753	41,982	54,032	54,471	55,531	56,873	58,665	61,348	<b>6</b>
<b>7</b>	34,347	43,582	56,206	56,645	57,770	59,113	61,348	64,039	<b>7</b>
<b>8</b>	35,947	45,194	58,819	59,258	60,457	61,802	64,039	66,722	<b>8</b>
<b>9</b>	37,554	46,787	61,422	61,861	63,113	64,485	66,722	69,412	<b>9</b>
<b>10</b>	39,154	48,382				67,175	69,412	72,097	<b>10</b>
<b>11</b>						69,861	72,097	75,010	<b>11</b>
<b>12</b>							77,009	79,950	<b>12</b>

# SALARY SCHEDULE

2019-2020 (3%)

Step	BA/BS	BA/BS +15	BA/BS +30	MA/MS	MA/MS +15	MA/MS +30	MA/MS +45	Doctorate	Step
1	45,249	46,605	47,963	49,776	51,130	52,495	53,850	57,467	1
2	48,202	49,587	50,967	53,044	54,430	55,983	57,429	61,116	2
3	50,277	51,662	53,044	55,351	56,734	58,579	59,961	63,656	3
4	52,588	53,968	55,351	57,885	59,269	61,116	62,731	66,420	4
5	54,894	56,275	57,658	60,425	61,809	63,882	65,504	69,190	5
6	57,197	58,579	60,425	63,188	64,574	66,650	68,264	71,957	6
7	59,503	60,886	63,188	65,960	67,344	69,420	71,036	74,722	7
8	62,271	63,656	65,960	68,724	70,111	72,185	74,030	77,723	8
9		66,420	68,724	71,494	72,876	75,184	77,031	80,717	9
10		69,190	71,494	74,260	75,877	78,179	80,028	83,723	10
11		71,957	74,260	77,260	78,877	81,184	83,027	86,721	11
12			79,319	82,349	83,981	86,311	88,179	92,145	12

## Technical Track Salary Schedule

Step	Grant Technicians		Non-Degree	Degree with RN or Associate	BA/BS	BA/BS +15	BA/BS +30	BA/BS +45	Step
	Non-Degree	Degree							
1	25,009	34,339	44,865	45,327	45,249	46,605	47,963	49,776	1
2	27,142	36,649	46,905	47,346	48,202	49,587	50,967	53,044	2
3	28,790	38,297	48,924	49,355	50,277	51,662	53,044	55,351	3
4	30,434	39,945	51,163	51,604	52,588	53,968	55,351	57,885	4
5	32,083	41,598	53,391	53,833	54,894	56,275	57,658	60,425	5
6	33,736	43,241	55,653	56,105	57,197	58,579	60,425	63,188	6
7	35,377	44,889	57,892	58,344	59,503	60,886	63,188	65,960	7
8	37,025	46,550	60,584	61,036	62,271	63,656	65,960	68,724	8
9	38,681	48,191	63,265	63,717	65,006	66,420	68,724	71,494	9
10	40,329	49,833				69,190	71,494	74,260	10
11						71,957	74,260	77,260	11
12							79,319	82,349	12



# SALARY SCHEDULE

2020-2021 (3%)

Step	BA/BS	BA/BS +15	BA/BS +30	MA/MS	MA/MS +15	MA/MS +30	MA/MS +45	Doctorate	Step
1	46,606	48,003	49,402	51,269	52,664	54,070	55,466	59,191	1
2	49,648	51,075	52,496	54,635	56,063	57,662	59,152	62,949	2
3	51,785	53,212	54,635	57,012	58,436	60,336	61,760	65,566	3
4	54,166	55,587	57,012	59,622	61,047	62,949	64,613	68,413	4
5	56,541	57,963	59,388	62,238	63,663	65,798	67,469	71,266	5
6	58,913	60,336	62,238	65,084	66,511	68,650	70,312	74,116	6
7	61,288	62,713	65,084	67,939	69,364	71,503	73,167	76,964	7
8	64,139	65,566	67,939	70,786	72,214	74,351	76,251	80,055	8
9		68,413	70,786	73,639	75,062	77,440	79,342	83,139	9
10		71,266	73,639	76,488	78,153	80,524	82,429	86,235	10
11		74,116	76,488	79,578	81,243	83,620	85,518	89,323	11
12			81,699	84,819	86,500	88,900	90,824	94,909	12

## Technical Track Salary Schedule

Step	Grant Technicians		Non-Degree	Degree with RN or Associate	BA/BS	BA/BS +15	BA/BS +30	BA/BS +45	Step
	Non-Degree	Degree							
1	25,759	35,369	46,211	46,687	46,606	48,003	49,402	51,269	1
2	27,956	37,748	48,312	48,766	49,648	51,075	52,496	54,635	2
3	29,654	39,446	50,392	50,836	51,785	53,212	54,635	57,012	3
4	31,347	41,143	52,698	53,152	54,166	55,587	57,012	59,622	4
5	33,045	42,846	54,993	55,448	56,541	57,963	59,388	62,238	5
6	34,748	44,538	57,323	57,788	58,913	60,336	62,238	65,084	6
7	36,438	46,236	59,629	60,094	61,288	62,713	65,084	67,939	7
8	38,136	47,947	62,402	62,867	64,139	65,566	67,939	70,786	8
9	39,841	49,637	65,163	65,629	66,956	68,413	70,786	73,639	9
10	41,539	51,328				71,266	73,639	76,488	10
11						74,116	76,488	79,578	11
12							81,699	84,819	12

# SALARY SCHEDULE

2021-2022 (1.5%)

Step	BA/BS	BA/BS +15	BA/BS +30	MA/MS	MA/MS +15	MA/MS +30	MA/MS +45	Doctorate	Step
1	47,305	48,723	50,143	52,038	53,454	54,881	56,298	60,079	1
2	50,393	51,841	53,283	55,455	56,904	58,527	60,039	63,893	2
3	52,562	54,010	55,455	57,867	59,313	61,241	62,686	66,549	3
4	54,978	56,421	57,867	60,516	61,963	63,893	65,582	69,439	4
5	57,389	58,832	60,279	63,172	64,618	66,785	68,481	72,335	5
6	59,797	61,241	63,172	66,060	67,509	69,680	71,367	75,228	6
7	62,207	63,654	66,060	68,958	70,404	72,576	74,265	78,118	7
8	65,101	66,549	68,958	71,848	73,297	75,466	77,395	81,256	8
9		69,439	71,848	74,744	76,188	78,602	80,532	84,386	9
10		72,335	74,744	77,635	79,325	81,732	83,665	87,529	10
11		75,228	77,635	80,772	82,462	84,874	86,801	90,663	11
12			82,924	86,091	87,798	90,234	92,186	96,333	12

## Technical Track Salary Schedule

Step	Grant Technicians		Non-Degree	Degree with RN or Associate	BA/BS	BA/BS +15	BA/BS +30	BA/BS +45	Step
	Non-Degree	Degree							
1	26,145	35,900	46,904	47,387	47,305	48,723	50,143	52,038	1
2	28,375	38,314	49,037	49,497	50,393	51,841	53,283	55,455	2
3	30,099	40,038	51,148	51,599	52,562	54,010	55,455	57,867	3
4	31,817	41,760	53,488	53,949	54,978	56,421	57,867	60,516	4
5	33,541	43,489	55,818	56,280	57,389	58,832	60,279	63,172	5
6	35,269	45,206	58,183	58,655	59,797	61,241	63,172	66,060	6
7	36,985	46,930	60,523	60,995	62,207	63,654	66,060	68,958	7
8	38,708	48,666	63,338	63,810	65,101	66,549	68,958	71,848	8
9	40,439	50,382	66,140	66,613	67,960	69,439	71,848	74,744	9
10	42,162	52,098				72,335	74,744	77,635	10
11						75,228	77,635	80,772	11
12							82,924	86,091	12

## APPENDIX LP - Longevity Pay

### 2018-2019

After 8 years and 4 years at maximum salary	\$ 1,025.00
After 11 years and 4 years at maximum salary	\$ 2,075.00
After 15 years and 4 years at maximum salary	\$ 3,124.00
After 25 years and 4 years at maximum salary	\$ 4,161.00

### 2019-2022

After 8 years and 4 years at maximum salary	\$ 1,051.00
After 11 years and 4 years at maximum salary	\$ 2,127.00
After 15 years and 4 years at maximum salary	\$ 3,202.00
After 25 years and 4 years at maximum salary	\$ 4,265.00

## APPENDIX CC – Co/Extra-Curricular Assignments and Stipends

Alpena Community College encourages the development of co-curricular and extra-curricular activities and the involvement of Faculty and Professional Staff in the promotion of the following services and activities. The recommended stipends listed below are guaranteed to members of the Alpena Community College Faculty Council who perform these functions.

<b>Assignment Description</b>	<b>2018-2019</b>	<b>2019-2022</b>
Positions developed by the College	\$1,622	\$1,663
Coordinator of Special Events	\$1,622	\$1,663
Nursing Association Advisor	\$1,622	\$1,663
Language Society Advisor	\$1,622	\$1,663
Strategy Club Advisor	\$1,622	\$1,663
Drama Advisor	\$1,622	\$1,663
Student Leadership Commission Advisor	\$1,622	\$1,663
Science Olympiad Coordinator	\$1,622	\$1,663
Literary Publication Advisor	\$1,622	\$1,663
Honor Society Advisors	\$1,622	\$1,663
Coordinator of Athletics	\$4,867	\$4,989
Coordinator of Intramurals	\$4,649	\$4,765
Head Coach (Basketball)	\$5,408	\$5,543
Head Coach (Other Sports)	\$3,682	\$3,774
Assistant Coach (Basketball)	\$2,704	\$2,772
Assistant Coach (Other Sports)	\$1,622	\$1,663

## APPENDIX SL - Seniority List

If any inaccuracy is found in this Seniority List, it is to be immediately corrected so as to be consistent with this Agreement. Any error in the listed seniority of one person will not be a basis for superseding or affecting the proper seniority of another person.

<u>1987</u> CORPE, ROSS	<u>2003</u> VESOTSKI, AMBER ONSTWEDDER, TIM RATZ, TIM	<u>2013</u> LUBIATO, CHRIS THOMAS, MELANIE
<u>1989</u> HOMOLA, PRISCILLA	<u>2004</u> ARTLEY, TODD	<u>2014</u> KUTSCHMAN, ROBERT
<u>1991</u> SUMERIX, KENDALL	<u>2005</u> BANCROFT, NICHOLAS KELLEY, BRENDA LANCASTER, JEWEL CAMERON, MEGHAN	<u>2015</u> BEDARD, MATTHEW NOWLIN, JOHN
<u>1992</u> LEWIS, STEVEN MILOSTAN, MARK	<u>2006</u> PINES, HEATHER	<u>2016</u> THOMSON, LARRY
<u>1993</u> HAUTAU, DEBORAH HUIZENGA, DOUGLAS GOUGEON, THOMAS	<u>2007</u> RATZ, SCOTT	<u>2017</u> PAAD, ANDREW
<u>1995</u> SYLVESTER, KEVIN SMITH, ROY	<u>2008</u> DARGA, LOIS PEARSALL, SVEN	
<u>1997</u> THOMSON, MARY JANE WADE, LAURIE DUNCKEL, MATTHEW	<u>2009</u> BANKS, BEVERLY	
<u>1999</u> BELLOWS, JOHN KELLEY, MICHAEL PUTKAMER, CAROL	<u>2010</u> CUMMINS, DAVID KAPPIUS, CATHY EASTWOOD, PETER RICKER, MARGARET SALZIGER, KIM	
<u>2000</u> SEXTON, SHAWN ROTHER, DANIEL	<u>2011</u> MILLER, JULIE GALLARNO, MATT PRATT, ANTHONY O'CONNOR, DIANE	
<u>2001</u> BERLES, JIM KUEHNLEIN, TIM WALCHAK, KAROL		

## APPENDIX SP - Severance Plan

Alpena Community College and the Faculty Council enter into this Letter of Understanding to establish a Voluntary Severance Incentive Plan as follows:

1. The purpose of this plan is to provide a benefit to full-time non-probationary Employees having at least 20 years of service, who may voluntarily elect to sever employment with the College. Participation in the plan is totally voluntary on the part of an eligible Employee. To be eligible for the severance incentive plan, Employees must meet all of the following requirements relating to the respective plan as set forth below:

Plan	Service Requirement	Notice Requirement	Last Date for Return of Signed Severance Agreement	Effective Date of Resignation
Plan A	Employee must have completed at least 25 years of service* as of the effective date of resignation.	Employee must give written notice of intent to accept the severance plan. Such Notice of Intent must be received on or after March 30, 2018 and prior to EOB on April 15, 2018	May 31, 2018	Date to be selected by Employee between May 15 and July 1, 2018
Plan B	Employee must have completed at least 20 years of service* and less than 25 years of service as of the effective date of resignation	Employee must give written notice of intent to accept the severance plan. Such notice must be given after March 30, 2018 and prior to EOB on November 1, 2018	December 17, 2018	May 19, 2019

\*For purposes of this provision, a “year of service” shall be an academic year in which the employee completed no less than 30 contact hours

2. Employees who choose this voluntary plan will receive a total incentive payment of \$20,000. Said payment will be made in two (2) equal lump sum amounts; each to be paid on the first (1st) payroll of January in each of the two years immediately following the effective date of retirement. All payments will be made directly to the Employee unless otherwise directed.
3. Deductions shall be made as required for state and federal withholdings where applicable.

4. The College will accept no more than three (3) Employees as participants in each of the above Incentive Plans. Participation shall be on a first come, first served basis, measured by the date Notice of Intent is received, as set forth in paragraph 5 below. Only one (1) participant will be accepted per academic discipline in each Incentive Plan.
5. Written Notice of Intent to accept this plan, along with letter of resignation, must be delivered to the Director of Human Resources or his/her designee during the applicable time period set forth in the table above, prior to 4:30 p.m.. Notice of Intent to accept the severance plan may be rescinded at any time prior to the last day for revoking the Severance Agreement, as set forth in paragraph 6 below. In the event an Employee rescinds the Notice of Intent, then another eligible Employee who gave timely Notice of Intent shall have the opportunity to accept the Severance Agreement. If more than one other eligible Employee gave such Notice of Intent, the Severance Agreement shall be offered to the Employee whose Notice was received first.
6. The first 3 Employees who give Notice of Intent to participate in each Voluntary Severance Incentive Plan shall be provided with a Severance Agreement, containing a release and waiver of rights acknowledging and agreeing that he/she has been provided at least forty-five (45) calendar days in which to consider the terms of this Agreement and Waiver /Release and the decision to sever employment and participate in the Alpena Community College Voluntary Severance Incentive Plan. Further, Employee will acknowledge that he/she has a period of seven (7) calendar days following the signing of their Agreement and Waiver/Release in which to revoke this agreement. After the 7 day period has expired following the delivery of the resignation, neither the Notice of Resignation or the Agreement and Waiver/Release is revocable. The signed Severance Agreement must be returned to the Human Resources office no later the applicable date set forth in the table above. If the signed Severance Agreement is not returned by that date, the Employee shall have forfeited the right to participate in the Plan and the opportunity shall be offered to the next eligible Employee who gave timely Notice of Intent. If more than one other eligible Employee gave such Notice of Intent, the Severance Agreement shall be offered to the Employee whose Notice was received first.
7. The Board in its sole discretion may waive any of the requirements for participation.
8. Employees participating in the Voluntary Severance Incentive Plan will not be eligible for any other early retirement or resignation incentives under any provision of the labor agreement or contract. Employees participating shall not receive unemployment compensation, as this is a voluntary resignation without cause attributed to the Employer.
9. The College makes no representations or assurances that Voluntary Severance Incentive Plan shall be offered in the future. It is the Board's intent that this is a one-time offering for the 2018 and 2019 academic year.

## APPENDIX LA - Letter of Agreement (Technical Program Template)

Recognizing that from time to time load issues arise in specific technical program relative to resources as a result of unique circumstances of the program, its curriculum, availability of equipment, availability of qualified personnel, and/or trends in market demand or some confluence of exceptional circumstances. The Faculty Council and the Employer will adhere to this Letter of Agreement for a duration of one (1) academic year including the corresponding summer semester based on the following conditions being met and mutually agreed upon according to the guidelines set forth herein:

1. Alternative curriculum structure, purchase of additional equipment, and potential programmatic changes have been considered in concert by the Faculty Council and Employer, but determined not advisable at this point for the duration of the Agreement due to circumstances mutually agreed upon;
2. Mutual consideration and agreement between the Faculty Council and Employer regarding temporary or permanent Full-time or Part-time in Bargaining Unit Employee position(s) is deemed inappropriate, unnecessary or undesirable at this time under the circumstances for the duration of this Agreement;
3. Additionally, for the duration of this Agreement, Employees (i.e., Full-time Faculty) qualified to teach in the designated program/courses will be first assigned the maximum base load in the said program/courses as opposed to other programs/courses they may be qualified to teach;
4. And as a logical and efficient utilization of existing personnel, Employees electing overload assignment will be assigned available overload first in the said program/course(s) until such load is absorbed and before additional overload in another program(s)/course(s) is assigned by the Chief Academic Officer, regardless of preference, and Article 9.14 withstanding. Qualified Employees have the right to refuse overload;
5. As such the conditions heretofore are understood not to require assignment of load/overload outside of the main (Alpena) campus and/or within reasonable travel and practicable circumstances mutually agreed upon between the Faculty Council and Employer consistent with Article 9.19.

**As a result of these aforementioned conditions having been met and mutually agreed upon, the Faculty Council and Employer, therefore, agree that any excess load in the program of (\_\_\_\_) relative to specific course(s) designated as (\_\_\_\_), and only as such, may be taught by qualified personnel other than bargaining unit Employees on condition of eight (8) equated credit hours per Article 3 and 9.6.3 of the Master Agreement or one (1) course up to ten (10) contact hours under the terms and duration of this Agreement. In such cases, persons who are otherwise outside of the bargaining unit shall not be included in the bargaining unit for any portion of their assignment, notwithstanding provisions of Article 3.3.**

Furthermore, if a Letter of Agreement concerning the same program/specific course(s) is signed for more than two (2) consecutive one (1) year iterations, then a Part-time Employee within bargaining unit position or a Full-time Employee position for that program will be priority for determination to create and fill a new position on a permanent or temporary basis per Article 15. If such position is not reached as a viable solution, then alternative curriculum, additional equipment or programmatic changes, including personnel, will be necessitated for the effective function of the program in lieu of any future Agreement.





**APPENDIX GR - Grievance Report (Form)**

**Grievance Number** \_\_\_\_\_

**1. Step One (Verbal)**

Grievant(s):

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Administrator:

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Date of Meeting: \_\_\_\_\_

Others Attending Meeting:

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**2. Step Two (Written)**

Date of Filing: \_\_\_\_\_ Date Cause of Grievance Occurred: \_\_\_\_\_

Statement of Grievance/Contract Violations(s):

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Statement of Relief Sought:

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Date Received by Administrator: \_\_\_\_\_

Disposition of Grievance by Administrator:

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Signature of Administrator: \_\_\_\_\_ Date: \_\_\_\_\_  
(Advance to Step Four if the President is the immediate supervisor.)

**3. Step Three (President)**

Date Disposition of Step Two Received: \_\_\_\_\_

Disposition of Grievance by Faculty Council Grievance Committee:

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Signature of Faculty Council Representative: \_\_\_\_\_  
Date: \_\_\_\_\_

Date Filed with President: \_\_\_\_\_

Date Received by President: \_\_\_\_\_

Disposition of Grievance by President:

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Signature of President: \_\_\_\_\_ Date: \_\_\_\_\_

**4. Step Four (Arbitration)**

Date Disposition of Step Four Received: \_\_\_\_\_

Date Submitted to Arbitration: \_\_\_\_\_

Disposition and/or Award by Arbitrator:

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Signature of Arbitrator: \_\_\_\_\_ Date